

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN
CITY OF GROVE CITY
AND
FRATERNAL ORDER OF POLICE, CAPITAL CITY LODGE NO. 9**



**CONTRACT PERIOD:
JANUARY 1, 2013 - DECEMBER 31, 2015**

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ARTICLE 1
CONTRACT

1.1 Contract. This Contract is made between the City of Grove City ("City"), and the Fraternal Order of Police, Capital City Lodge No. 9, ("Lodge").

1.2 Purpose. This Contract is made for the purpose of promoting cooperation and harmonious relations between the City, its bargaining unit Members ("Members"), and the Lodge.

1.3 Legal References. This Contract shall be subject to applicable laws, except that the express provisions of this Contract prevail over any conflicting ordinances or State law, rules or regulations pertaining to wages, hours, terms and other conditions of employment.

Should any part of this Contract be held invalid by operation of law or by any tribunal of competent jurisdiction, or should compliance with or enforcement of any part of the Contract be restrained by any such tribunal pending final determination as to its validity, such invalidation or temporary restraint shall not invalidate or affect the remaining portions hereof or the application of such portions to persons or circumstances other than those to whom or to which it has been held invalid or has been restrained. In the event of invalidation of any portions of the Contract by operation of law, or a court of competent jurisdiction and upon written request by either the City or the Lodge, the parties shall meet at mutually agreeable times in an attempt to modify the invalidated provisions by good faith negotiations.

1.4 Sanctity of Agreement. The City and the Lodge acknowledge that during negotiations which preceded this Contract, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter within the scope of collective bargaining/negotiations and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Contract. No changes in this Contract shall be negotiated during the duration of this Contract unless there is a written accord by and between the parties hereto to do so. Any negotiated changes, to be effective and incorporated in this Contract, must be in writing and signed by the parties. Neither party shall attempt to achieve the alteration of this Contract by recommending changes in, additions to, or deletions from the Charter, ordinances and resolutions, or Civil Service Commission Rules and Regulations. Any past benefit that has been continuous and is known and sanctioned by the Chief of Police will not be altered until and unless good faith discussions between the Chief of Police, the Administration and the Lodge take place. Past practices relating to Lodge Executive Board attendance at board meetings, delegates to FOP Conferences, work sessions of Lodge negotiators, funeral representation, and benefits provided in ordinances in existence prior to the effective date of this Agreement which are not specifically addressed in this Contract, shall not be altered except by agreement between the parties.

1.5 Past Benefit and Practices. Any past benefit and/or past practice that has been continuous and is known and sanctioned by the Chief of Police ("Chief") will not be altered until and unless good faith discussions between the Chief of Police, the Administration and the Lodge take place.

1.6 Enforceability of Contract. The City asserts and believes that the provisions of this Contract are enforceable in a court of law, and that the provisions contained herein do not represent any illegal delegation of power.

ARTICLE 2 RECOGNITION

2.1 Recognition. The City hereby recognizes the Lodge as the sole and exclusive bargaining agent for the purposes of collective bargaining, pursuant to Chapter 4117 of the Ohio Revised Code, in any and all matters relating to wages, hours, terms and other conditions of employment of all Members. There are two (2) Bargaining units within this Contract. The first Bargaining unit consists of all regular full-time sworn police officers of the City who are below the rank of Sergeant. The second Bargaining unit consists of all regular full-time sworn police officers who are of the rank of Sergeant or above. Excluded from inclusion in either unit, and thereby from coverage within this Contract, are the positions of Chief and Captain. Reference throughout this Contract to Members shall mean employees within both units, unless specified otherwise.

2.2 Dues Deduction. The City agrees to deduct Lodge Membership dues, in the amount certified by the Lodge to the City, the first pay period of each month from the pay of any Member requesting same. The City also agrees to deduct Lodge initiation fees and assessments, in the amount certified by the Lodge to the City, from the pay of any Lodge Member whom the Lodge certifies owes initiation fees or assessments. If a dues deduction is desired, the Lodge Member shall sign a payroll deduction form which shall be furnished by the Lodge and presented to the Department of Finance. The City agrees to furnish to the Lodge Financial Secretary, once each calendar month, a warrant in the aggregate amount of the deductions made for that calendar month, together with a listing of the Lodge Members for whom dues deductions were made. Nothing herein shall prohibit Lodge Members covered by this Contract from submitting dues directly to the Lodge.

The City agrees to meet with the Lodge to discuss adding additional payroll deductions should the Lodge develop additional Member benefits. Should the City concur that these programs are beneficial to Members, and acceptable to the City, the City shall grant the additional payroll deduction contingent upon the capability of the payroll computer program.

2.3 Indemnification. The Lodge shall indemnify and save the City harmless against any and all claims, demands, actions or other forms of liability asserted against the City by reason of any deductions paid to the Lodge by the City.

2.4 Lodge Liability to Non-Members. Any employee who is not a Member shall reimburse the Lodge for the actual costs of any service rendered by the Lodge in its representation of the employee including the costs associated with the Lodge's engagement of legal counsel and the arbitration fees and/or expenses. The Lodge may require that the employee make an advance payment to the Lodge as a security for costs prior to the Lodge rendering of the services.

ARTICLE 3 NON-DISCRIMINATION

3.1 Non-Discrimination. Neither the City nor the Lodge shall unlawfully discriminate against any Member based on age, sex, sexual orientation, marital status, race, color, religion, national origin, disability, political affiliation, military status and/or the filing of a claim or the institution, pursuit of or testimony relative to, any proceeding under the Ohio Workers' Compensation Program. The City agrees not to discriminate against any Member on the basis of the Member's membership or non-membership in the Lodge, nor to discriminate, interfere, restrain or coerce any Member because of or regarding the Member's activities as a representative of the Lodge. The Lodge, within the terms of its Constitution and By-Laws, agrees not to interfere with the desire of any Member to become and remain a Member of the Lodge.

ARTICLE 4 REPRESENTATION

4.1 Lodge Official. Any Lodge Executive Board Member in the bargaining units ("Lodge Official"), as long as the Lodge Official continues in that or a higher post, will be permitted sufficient release time during the work-week to attend to Lodge matters within the Member's capacity not to exceed sixteen (16) hours per month. During such service the Lodge Official shall continue the Lodge Official's entitlement of wages, fringe benefits, seniority accrual and all other benefits allowed a Member as though the Lodge Official were at all times performing job-related duties.

Each Lodge Official shall continue to be required to report to the Lodge Official's supervisor at the Lodge Official's assigned shift starting time, and shall be required to inform the supervisor of the Lodge Official's whereabouts at all working times while performing the duties allowed by this Section. In addition, each Lodge Official will be required to drop or forego any of the activities allowed by this Section, upon supervisory direction, for the purpose of assisting in emergency police work. But for an emergency situation, sufficient time to perform Lodge functions will not be unreasonably limited by the City, nor will the Lodge Official devote unnecessary City paid time to these functions. None of the duties of the Lodge Official herein described may be conducted on City paid overtime hours. Nothing in this Contract shall preclude the Lodge Official from also serving as a Grievance Representative or as Grievance Chair.

4.2 Lodge Release Time. Permission for the Grievance Chair and Grievance Representatives to be released with pay from regular police work to attend Lodge functions, Lodge-sponsored training seminars, and/or FOP national or state conferences will not be unreasonably withheld consistent with the overall training program of the Division and staffing needs.

ARTICLE 5
INTERNAL INVESTIGATIONS

5.1 Scope. The provisions of this Article shall be followed whenever a Member is suspected of, or a witness to, an action or inaction which could result in disciplinary action or criminal charges being filed against any Member.

5.2 Notification. At the time any Member is notified that he or she is the subject of an investigation, the Member shall be given at least forty-eight (48) hours notice prior to any interview to contact the Lodge for the purpose of representation. In the event of a Member-involved shooting, or use of physical force by a Member resulting in serious physical injury or death, the Chief may order an immediate investigation to determine compliance with departmental procedures. However, no information obtained during such investigation shall be used for any purpose to the detriment of the Member.

5.3 Information Provided. At the time the Member is informed that the Member is the subject of an investigation, the Member shall be informed of the nature of the investigation (whether disciplinary or criminal) and shall be provided written notice of the name of the complaining party, and the factual allegations known at that time made against the Member, including a copy of the written complaint against the Member or a written summary of anonymous allegations. As provided in R.C. 149.43, the Member shall also be provided a copy of any statement given by any witness interviewed in the investigation.

5.4 Member Records. Upon request, the Member shall be given brief time prior to or during any questioning to locate and review any written or electronic documents the Member possesses regarding the event(s) being investigated in order to be fully prepared to accurately and completely respond to the questioning. An investigating officer may accompany the Member during the Member's brief search and review of such documents.

5.5 Criminal Charges. In advance of any questioning, a Member who is to be questioned as a suspect in an investigation that may lead to criminal charges shall be advised of the Member's constitutional rights in accordance with the law.

5.6 Conduct Of Interview. Any interviewing of a Member will be conducted at hours reasonably related to the Member's shift, preferably during the Member's working hours. Interview sessions shall be for reasonable periods of time, and time shall be allowed during such questioning for attendance to physical necessities.

5.7 Refusal To Answer Questions. Before a Member may be charged with insubordination or like offense for refusing to answer questions or participate in an investigation, the Member shall be advised that such conduct, if continued, may be made the basis for such a charge. No Member shall be charged with insubordination where such refusal is based on the Member's exercise of the rights afforded the Member in regard to a criminal investigation. However, if a Member is provided "Garrity Rights", and is informed by the Investigating Officer that the Member's responses to questions will not result in criminal charges against the Member, and the Member is ordered to answer the questions, a Member's refusal to answer questions or refusal to participate in the investigation may form the basis for a charge of insubordination.

5.8 Coercion. Any evidence or testimony obtained in the course of an internal investigation through the use of administrative pressures, threats, coercion, or promises shall not be admissible in any subsequent criminal action or disciplinary proceeding. However, notification to a Member that potential disciplinary action could result if the Member continues to refuse to answer questions or participate in an investigation shall not be construed as administrative pressures, threats, coercion, or promises.

5.9 Application To Other Members. When a Member is to be interviewed in an investigation of any other Member, such interview shall be conducted in accordance with the procedures established herein, and the Member shall be accorded all rights given to the Member subject to investigation.

5.10 Complaints. When any anonymous complaint is made against a Member and there is no corroborative evidence of any kind, then the complaint shall be classified as unfounded and the accused Member shall not be required to submit a written report.

Also, when any complaint is filed more than thirty (30) calendar days after the date of the alleged event complained of, and where the complaint, if true, could not lead to a criminal charge of any type, such complaint shall be classified as unfounded and the accused Member shall not be required to submit a written report; but the Member shall be notified orally or in writing of such claim.

If in the course of an investigation the complaining party is unable to be contacted, or refuses to be interviewed and/or assist in the investigation within sixty (60) days of filing the complaint, the complaint shall be classified as unfounded.

5.11 Access to Investigation Documents. Upon the conclusion of the investigation, but at least five (5) calendar days prior to the Director's hearing, the Member under investigation shall be provided access to all investigation documents, including transcripts, records, written statements, videotapes, and audiotapes. This access shall also be provided to the Member's Lodge Representative or Lodge Attorney. These documents shall be provided at no cost to the Member.

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5.12 Transcripts. When a Member is interviewed in an internal investigation, such interview shall be tape-recorded by the City. Tapes of interviews will be made only by the City and, if a transcript is made, it will be provided at no cost to the Member, upon the request of the Member or Member's Lodge Representative or Lodge Attorney. If desired, the Member, or the Member's Lodge Representative or Lodge Attorney will be afforded the opportunity upon written request, directly to the Chief or designee, to listen to and make personal notes or verify the accuracy of a transcript regarding a tape made of any interview.

5.13 Supervisory Responsibility. All complaints against a Police Officer or Sergeant will be under the direction of the Sub-Division Lieutenant who will assign the Member's immediate supervisor to conduct and/or assist in the investigation. Complaints against a Lieutenant shall be investigated by the Captain.

Where an immediate supervisor is not available to conduct an investigation, or is involved in the incident complained of, then the Chief shall assign a supervisor of a rank higher than the Member under investigation to conduct the investigation.

Once the investigation is concluded, an investigation report shall be submitted, with recommendations for disposition, to the Chief through the chain of command of the Member under investigation.

5.14 Truth Verification Device. In the course of questioning, a Member may only be given a polygraph examination, voice stress analysis, or other purported truth verification device, with the Member's written consent. Such consent shall set forth the purposes for which test results may be used. Where a Member consents to such an examination, an examiner shall be chosen by mutual agreement of the City and the Member.

5.15 Grievance. If any of these procedures are violated, such violation shall be subject to the Grievance Procedure beginning at Step Two.

5.16 Investigation Status. A Member subject to investigation shall, upon request, be advised at reasonable intervals, either that the matter is still under investigation or that the investigation has been concluded, and shall be advised of the conclusion and finding of such investigation.

ARTICLE 6
MANAGEMENT RIGHTS AND RESPONSIBILITIES

6.1 Management Rights. Except to the extent otherwise limited or modified by this Contract, the City retains the right and responsibility regardless of the frequency of exercise, to operate and manage its affairs in each and every respect. These rights and responsibilities shall include but are not limited to:

- To determine the organization of the Division of Police;

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- To determine and change the purpose and extent of each of its constituent subdivisions;
- To exercise control and discretion over the organization and efficiency of operations of the Division of Police;
- To set standards for service to be offered to the public;
- To direct the officers of the Division of Police including the right to assign work and overtime;
- To hire, examine, promote, and transfer;
- To suspend, demote, discharge or take other disciplinary action against Members for just cause;
- To increase, reduce or change, modify or alter the composition and size of the work force;
- To determine the location, methods, means and sworn personnel by which operations are to be conducted;
- To change or eliminate existing methods of operations, equipment or facilities;
- To create, modify or delete departmental rules and regulations;
- To take actions as may be necessary to carry out the mission of the Division of Police in emergencies;
- To train or retrain Members as appropriate; and
- To maintain and improve the efficiency of the Division of Police.

6.2 **Rights Limitations.** To the extent that any of the above management functions are limited by the provisions of this Contract, alleged violations are subject to the Grievance Procedure herein.

ARTICLE 7
GRIEVANCE PROCEDURE

7.1 **Grievance Defined.** A grievance is a complaint involving the alleged violation, misinterpretation or misapplication of the terms of this Contract.

7.2 **Qualifications.** A grievance can be initiated by the Lodge or by an aggrieved Member. Where a group of Members desire to file a grievance involving a situation affecting each Member in the same manner, one Member selected by such group shall process the grievance as the designated representative of the group.

7.3 **Jurisdiction.** Nothing in this Grievance Procedure shall deny Members any rights available at law to achieve redress of their legal rights, including the right to appear before the Civil Service Commission where that body agrees that it has jurisdiction over the subject matter. However, once the Member elects as the Member's remedy the Civil Service Commission (and that body takes jurisdiction), or legal action, the Member is thereafter denied the remedy of the Grievance Procedure provided herein. Further, once a Member elects the grievance/arbitration

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procedure as the Member's remedy the Member expressly waives the right to any other remedy, including but not limited to, the Civil Service Commission or legal action, except for appeal under Ohio Revised Code Section 2711.09 and except as otherwise provided by law. This section shall not apply to applicable civil rights or workers' compensation statutes.

7.4 Establishment of Grievance Representatives. The Lodge will designate not more than four (4) Grievance Representatives. The highest ranking Lodge Officer in the bargaining units may be the Grievance Chair. The Grievance Representative shall be selected by the Lodge, but every effort will be made by the Lodge to provide full Membership coverage by selecting one (1) Grievance Representative from the Police Officer Unit for each shift and one (1) Grievance Representative from the Supervisory Unit. One Grievance Representative selected by the Lodge shall be designated as the Grievance Chair.

7.5 Duties of Grievance Chair. The Grievance Chair, and a named alternate who shall serve as Grievance Chair in the absence or unavailability of the Grievance Chair, shall be released from the Grievance Chair's normal duty hours upon approval of the Grievance Chair's supervisor, to participate in the following duties without loss of pay or benefits:

- A. Representing a Member in investigating and processing grievances, beginning with review of the grievance prior to filing at Step One;
- B. Replacing a Grievance Representative who is absent or unavailable;
- C. General supervision and coordination of grievances in process and of Grievance Representatives;
- D. Acting as liaison between the City and the Lodge on matters concerning grievances, this procedure and this Contract.

The Grievance Chair shall be allowed reasonable, necessary time during the Grievance Chair's scheduled working hours to perform the aforementioned duties and shall notify the Grievance Chair's supervisor in advance of such assignments. Approval of the supervisor will not be unreasonably withheld, and the withholding of such approval shall result in an automatic, equivalent extension of time limits within which a grievant must appeal a grievance or have it heard.

7.6 Grievance Procedure. The following are the implementation steps and procedures for handling Members' grievances.

- A. **Preliminary Step.** A Member having an individual grievance will first attempt to resolve it informally in a meeting with the Member's immediate supervisor. Such attempt at informal resolution shall be made by the Member-grievant within fourteen (14) calendar days following the events or circumstances giving rise to the grievance having occurred or were first known by the Member-grievant.

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Grievances brought to the attention of the supervisor, (except for automatic time extensions as hereinafter described in Section 7.7) beyond the fourteen (14) calendar day time limit shall not be considered. At this Step, there is no requirement that the grievance be submitted or responded to, in writing, however, a Grievance Representative may accompany the grievant to the meeting with the supervisor should the Grievant request the attendance of the Grievance Representative. If the Member is not satisfied with the oral response from the immediate supervisor at this Step, the Grievant may pursue the formal Steps which follow. Before a grievance is placed in writing pursuant to Step One, such grievance shall be reviewed by the Grievance Chair and the appropriate Grievance Representative.

B. Step One - Captain.

1. If the supervisor's oral response in the Preliminary Step is unsatisfactory, the Grievant may submit the grievance in writing to the Captain, or designee, on the Grievance Form agreed upon by the parties. Such form must be submitted to the Captain, or designee, within fourteen (14) calendar days following the oral response from the Preliminary Step. The Captain, or designee, shall date stamp the form upon receipt. A grievance submitted beyond the fourteen (14) calendar day time limit shall not be considered.
2. Within seven (7) calendar days after receipt of the written grievance, the Captain, or designee, shall investigate the grievance, affix a written response to the form, date and sign the response, and return one copy of it to the Grievant and one copy to the Grievance Representative. If the aggrieved Member does not refer the Grievance to the Second Step of the procedure within seven (7) calendar days after the receipt of the decision rendered in this Step, the grievance shall be considered to be satisfactorily resolved.

C. Step Two - Chief

1. Should the Grievant not be satisfied with the answer in Step One, within seven (7) calendar days thereafter, the Grievant may appeal the grievance to Step Two by delivering or having delivered a copy of the Grievance Form, containing the written response at the prior Steps and any other pertinent documents to the office of the Chief. The Chief shall date stamp the form, accurately showing the date his office received the form.
2. Within fourteen (14) calendar days of Grievant's receipt of the Grievance Form, the Chief, or Acting Chief, shall investigate the grievance, and shall schedule and conduct a meeting to discuss the grievance with the

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Grievance Chair. The Grievance Chair may bring to the meeting the Grievant, and the appropriate Grievance Representative.

3. In the meeting, the Chief, or Acting Chief, shall hear a full explanation of the grievance and the material facts relating thereto.
4. Within seven (7) calendar days of the meeting in this Step, the Chief shall submit to the Grievant and the Grievance Chair a written response to the grievance.

7.7 Time Off For Presenting Grievances. A Member and Grievance Representative shall be allowed time off from regular duties with pay for attendance at scheduled meetings under the Grievance Procedure with prior approval of their respective supervisors. Grievance Representatives shall be allowed adequate time, as approved by the supervisor, off the job with pay to conduct a proper investigation of each grievance. Such approval will not be unreasonably withheld, and the withholding of such approval shall result in an automatic, equivalent extension of time limits within which a grievant must appeal the grievance or have it heard.

7.8 Grievance Representatives. Grievants and Grievance Representatives shall not receive overtime pay to engage in grievance activities as set forth in Section 7.5. However, grievance meetings at Step Two shall be held during the Grievant's shift hours, unless otherwise mutually agreed. The Lodge President shall notify the Chief, in writing, of the names of Grievance Representatives and the Grievance Chair within thirty (30) calendar days of their appointment.

7.9 Time Limits. It is the City's and the Lodge's intention that all time limits in the above Grievance Procedure shall be met. To the end of encouraging thoughtful responses at each Step, however, the Grievant and the City's designated representative may mutually agree, at any Step, to short time extensions, but any such agreement must be in writing and signed by the parties. Similarly, any Step in the Grievance Procedure may be skipped by mutual consent. In the absence of such mutual extensions, the Grievant may, at any Step where a response is not forthcoming within the specified time limits, presume the grievance to have been granted by the City in full, and the City shall immediately implement the requested remedy.

7.10 Representatives in Meetings. In each Step of the Grievance Procedure outlined in Section 7.6, certain specific representatives are given approval to attend the meetings therein prescribed. It is expected that, in the usual grievance, these will be the only representatives in attendance at such meetings. However, in the interest of resolving grievances at the earliest possible Step of the Grievance Procedure it may be beneficial that other individuals, not specifically designated, be in attendance. Therefore, either party may bring in additional representatives to any meeting in the Grievance Procedure, but only upon advance mutual agreement among the parties specifically designated to attend, that such individuals have input which may be beneficial in attempting to bring resolution to the grievance.

7.11 Grievance Form. The City and the Lodge shall develop jointly a Grievance Form. Such form will be supplied by the Lodge. Copies of the completed form, including the action taken, will be distributed as provided in Section 7.6. The jointly developed Grievance Form will be made available to the Grievance Representatives.

7.12 Non-Discrimination. No Member or representative of the Lodge shall be removed, disciplined, harassed or discriminated against because the Member has filed, pursued or assisted in the processing of a grievance under this procedure.

ARTICLE 8 ARBITRATION

8.1 Submission to Arbitration. Should a Member grievant, or the Lodge in the case of a Lodge grievance, after receiving the written answer to a grievance at Step 2 of the Grievance Procedure still feel that the grievance has not been satisfactorily resolved, the Lodge may submit the grievance to arbitration. The Lodge President, or designee, must notify the City Administrator of the Lodge's intent to submit the grievance to arbitration within fourteen (14) calendar days of the Grievance Chair's receipt of the written answer from the Chief at Step 2.

8.2 Selection of Arbitrator. Unless mutual selection of an arbitrator is made, the parties will request the American Arbitration Association ("AAA") to submit a panel of seven (7) Arbitrators. The City and the Lodge shall select one mutually acceptable Arbitrator from one of the AAA panels by the representatives of the parties alternately striking names and selecting as Arbitrator the final remaining name, unless the parties make a mutual selection from the list without striking names therefrom.

8.3 Authority of Arbitrator. The Arbitrator shall conduct a fair and impartial hearing on the grievance, hearing and recording testimony from both parties, and applying the rules of the Arbitration Tribunal. The Arbitrator shall have the power to rule on the issue of arbitrability of the grievance prior to reaching the merits. It is expressly understood that the ruling and decision of the Arbitrator, within his or her function as described herein, shall be final and binding upon the parties. The Arbitrator shall have no power to add to or subtract from or modify the provisions of the Contract or to make any award which does not draw its essence from the application of the express terms of this Contract.

8.4 Arbitration Costs. The costs of any proofs produced at the direction of the Arbitrator, the fee of the Arbitrator and the rent, if any, for the hearing room shall be borne equally by the parties. The expenses of any non-Member witness shall be borne, if at all, by the party calling the non-Member. The fees shall be split equally if both parties desire a report or request a copy of any transcript. Any Member in attendance for such hearing shall not lose pay or any benefits to the extent such hearing hours are during the Member's normally scheduled working hours on the day of the hearing.

8.5 Arbitration Award. The Arbitrator shall render in writing an award within thirty (30) calendar days after the close of the hearing, and shall forward the award and all supporting data to the designated representatives of the City and the Lodge. The award, if in favor of the Grievant, will be immediately implemented by the City.

ARTICLE 9 LABOR RELATIONS MEETINGS

9.1 Commitments. The City and the Lodge recognize the benefit of exploration and study of current and potential problems and differences in the administration of this Contract through meetings of representatives to exchange views and information. Accordingly, the Labor Relations Committee shall meet to develop approaches and possible solutions to matters of vital concern. This Committee will meet at least quarterly and at other times when mutually agreed between the parties.

Included among the matters which can be the subject of these discussions are major changes in operations contemplated by the City which will affect Members of the Lodge, contemplated changes in General Orders, contemplated changes in police mission, and concerns of the Lodge relative to equipment, uniforms, etc.

The Committee shall study, explore, and make recommendations to the Lodge and the City concerning any issue referred to the Committee by either party. The Committee shall consist of four (4) representatives from the Lodge appointed by the Lodge President, and four (4) representatives of the City, one of whom shall be the Chief. Any Member appointed by the Lodge President shall be released to attend Labor Relations meetings if such meetings are scheduled during the Member's regularly scheduled duty hours. However, under no circumstances will attendance at the meetings result in payment of overtime to the Member.

Persons representing either party who are specialists in the subject matter under discussion may be brought into committee meetings by agreement of the parties. The Committee's authority shall be limited to discussion, exploration and study of subjects referred to it by the Lodge and the City. The Labor Relations Committee shall continue to discuss the involvement of representatives of the bargaining units with other City employees regarding the City's insurance programs.

The Committee shall have no authority to bargain for the Lodge and the City on any issue, but may jointly make recommendations to the City and Lodge which would, if agreed to by the Lodge and the City, modify the provisions of this Contract.

Through these meetings the Lodge and the City agree to discuss legitimate and reasonable efforts to maintain and improve the Members' skill, ability and service delivery, and the elimination of unnecessary inefficiencies where such can be shown to exist.

9.2 Agenda. An agenda will be exchanged by the parties at least forty-eight (48) hours in advance of each scheduled meeting, unless the exchange of an agenda is waived by the parties. The agenda shall contain a list of matters to be taken up in the meeting and the names of those representatives from each side who will be attending. All matters placed by either party on the agenda will be discussed.

ARTICLE 10
CORRECTIVE ACTION AND RECORDS

10.1 Corrective Action for Cause. No Member shall be reduced in pay or position (demoted), suspended, removed, or reprimanded except for just cause.

10.2 Pre-Disciplinary Procedure. The following is the procedure which shall be used by the City prior to any disciplinary action more serious than a written reprimand being taken against a Member:

- A. The Chief shall have the right to relieve a Member without pay for the remainder of the particular shift when the Member is unfit for duty or insubordinate during that tour of duty, provided that if the charges are ultimately determined to be unfounded, the Member will be reimbursed for such shift.
- B. The Chief shall have the exclusive right to recommend to the Director of Public Safety ("Director") that a Member be subject to suspension, demotion, or removal. The Chief shall also have the exclusive right to offer that the Member forfeit accrued leave in lieu of suspension. The Chief shall certify the Chief's recommendation in writing, together with the charges to both the Member and the Director.
- C. Within seven (7) calendar days after receiving notification of the recommendation and charges, the Member shall notify the Chief as to whether the Member:
 - (1) accepts the Chief's recommendation, in which case the recommendation shall be implemented immediately; or
 - (2) rejects the Chief's recommendation and chooses to appeal the recommendation to the Director.
- D. If the matter is appealed to the Director, the following procedures shall apply to the conduct of a departmental hearing by the Director:
 - (1) Any pertinent evidentiary documents which support the charges and notice of any witnesses to be called or whose testimony will be used to support the charges shall be provided to the Member or the Member's Lodge Representative or Lodge Attorney at least seven (7) calendar days prior to the hearing on such charges.

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- (2) Within seven (7) calendar days from the Member's appeal to the Director, the Director shall schedule a departmental hearing. The Member may be placed upon administrative leave with pay by the Chief pending the outcome of the departmental hearing.

10.3 Director Hearing. If the Chief's recommendation is appealed, as set forth in Section 10.2, the Director shall conduct an independent hearing where the charged Member may be represented by a Lodge Representative or Lodge Attorney (at no cost to the City), and will be allowed to call witnesses material to the Member's defense, present evidence, and have the opportunity to confront and cross examine the Member's accusers.

The Director, in this hearing, shall have the same powers to administer oaths and to secure the attendance of witnesses and the production of books and papers as are conferred upon the Mayor. The Director shall render judgment which may be either suspension, demotion, removal, written reprimand, oral reprimand or disaffirmance of the charges. Such judgment shall be final except as otherwise set forth in this Contract.

Continuance of the scheduled hearing may be requested by the Member, the Member's Lodge Representative or Lodge Attorney, and/or the City. Such request will be granted where practical at the discretion of the Director. The length of such continuance shall be mutually agreed upon. The City will make all good faith efforts to notify the affected Member of any decisions reached as a result of a hearing, prior to any public statement.

10.4 Disciplinary Actions. At any time an inquiry concerning a Member occurs wherein it is anticipated disciplinary action will result, the Member will be immediately notified that such result is possible.

10.5 Progressive Action. The principles of progressive corrective action will be followed with respect to minor offenses. The progression will at least include an oral reprimand, a written reprimand, and a suspension for the same or related offenses prior to demotion or removal.

10.6 Duration of Records. All disciplinary records will be maintained in each Member's personnel file throughout the Member's period of employment, with the exception that any records of oral reprimands will be removed from the file upon the request of the Member six (6) months after such was given if no further corrective action has occurred; written reprimands will be removed from the file upon the request of the Member one (1) year after such was given if no further corrective action has occurred; and suspensions will be removed from the file upon the request of the Member three (3) years after such was given if no further corrective action has occurred. If a record is retained, the retention period shall be for the same period of time as the original retention period.

10.7 Review of Personnel Files. Every Member shall be allowed to review the Member's own personnel file at any reasonable time upon written request to the Chief. Except for supervisory and administrative personnel with a legitimate need to know, and except for the Civil Service Commission and courts of competent jurisdiction which have subpoenaed them, Members' personnel files shall not be available for review by anyone. No information in a Member's personnel file will be shared with anyone outside of the City except name, place of employment, dates of employment, rank and wage rate; except that additional specified information may be given upon the advance, written approval by the Member involved to the Chief, but such approval shall be limited to the specifically requested and approved data, and to the specific request made or Member approval given. Any Member may request and shall receive a complete copy of documents in the Member's own personnel file once per year at no cost to the Member.

Notwithstanding the provisions of the preceding paragraph which would limit access to a Member's personnel file, if a request is made to inspect and/or copy records within a Member's personnel file pursuant to Section 149.43 of the Ohio Revised Code, and the City intends to comply with this request, the City shall first, provide written notification to the Member of the nature of the request, which notification shall be provided to the Member at least seven (7) calendar days prior to the City's intended compliance with the request. Within this seven (7) calendar day period, the Member shall have the opportunity to take any one or more of the following actions:

- 1) Insure that any material within the Member's personnel file which is subject to removal from the file under any provision of this Contract or by any other applicable law is removed prior to the City's compliance with the request;
- 2) Protest the City's intended compliance with the request by filing a written letter of protest with the Director, which letter of protest shall be considered prior to the City's compliance with the request; and
- 3) Pursue any available legal remedy.

10.8 Inaccurate Documents. If upon examining the Member's own personnel file, a Member has reason to believe that there are inaccuracies in documents contained therein, the Member may write a memorandum to the Chief explaining the alleged inaccuracy. If the Chief concurs with the Member's contentions the Chief shall either remove the faulty document or attach the Member's memorandum to the document in the file and note thereon the Member's concurrence with the memorandum's contents.

10.9 Placement of Material in Personnel File. Except as set forth below, any document relating to a Member's employment status with the City shall be maintained in the Member's personnel file provided, however that a Member's personnel file may be kept in various locations

throughout the City. Medical and psychological records shall not be kept in the Member's personnel file, but shall be kept in a separate file.

ARTICLE 11 WORK RULES AND INFORMATION ORDERS

11.1 Work Rules. The City agrees that work rules shall be reduced to writing and provided to all Members fourteen (14) calendar days in advance of their enforcement, unless exigent circumstances arise that necessitate immediate enforcement (e.g. court order, changes in applicable law, etc.). Any charge by a Member that a work rule, General Order, Training Bulletin, Informational Order, or like matter is in violation of this Contract or has not been applied or interpreted uniformly to all Members, shall be a proper subject for a grievance. The City will provide the Grievance Chair copies of any revised or new work rules, General Orders, and Training Bulletins, in advance of their intended effective dates unless exigent circumstances arise that necessitate immediate enforcement.

ARTICLE 12 SENIORITY CONSIDERATIONS

12.1 Seniority Defined. For purposes of this Contract, "seniority" shall be defined as total continuous service ~~in~~ with the City as a regular full-time police officer; or, for purposes of Sections 12.2, 12.3, and 12.4, total continuous service in a given rank; or, for purposes of Sections 13.5 and 19.2, total continuous service with the City. However, a Lieutenant who is involuntarily or voluntarily reduced in rank shall retain the Lieutenant's service time as a Sergeant for purposes of bargaining unit seniority. Additionally, a Sergeant who is involuntarily or voluntarily reduced in rank shall retain the Sergeant's service time from date of hire as a regular full-time police officer for purposes of bargaining unit seniority. Continuous service shall not be considered broken due to absences caused by military, pregnancy, injury, sick and other approved leaves of absences as allowed by this Contract, by City ordinance, or by law. A "break in service" is defined as:

- A. Separation because of resignation, except where the Member is rehired within one (1) year;
- B. Removal;
- C. Failure to return from an authorized leave of absence;
- D. Unauthorized leave of absence;
- E. Medical leaves of absence beyond eighteen (18) months, or until the Member uses all the Member's available sick leave, whichever is greater, except that this provision shall not apply to a medical leave of absence which results from a Member's injury in the line of duty as defined in Section 21.4; or

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- F. Suspension without pay, except that forfeiture of accrued leave (in lieu of an unpaid suspension if agreed upon) does not constitute a break in service.

12.2 Application of Seniority To Vacation Leaves. When vacation leaves are to be scheduled, and where there are two (2) or more applicants with the same request, the applicant with the highest seniority shall be granted the request.

12.3 Overtime Scheduling. Overtime for Police Officers and Sergeants shall be Bureau specific and shall be assigned by seniority. When there are two (2) or more applicants, the Member with the highest seniority shall be assigned the overtime. When there is a lack of Member applicants, the overtime assignment shall be made by inverse seniority with rotation among Bureau and rank specific officers.

Overtime assignments which are known at least thirty-six (36) hours in advance, such as special events, shall be posted on the Bureau specific bulletin board for assignment by seniority, unless the overtime is deemed by the Chief, or designee, to be agency-wide overtime. Overtime which is agency-wide shall be posted on the roll call bulletin board for assignment by seniority.

Combined straight-time, overtime, and special duty shall not exceed sixty-eight (68) hours per work week, unless a greater number of hours is approved by the Chief, or the Chief's designee. Overtime assignments not subject to seniority considerations may be made when the overtime requires specific skills or knowledge or is specific to a Bureau or function as part of a secondary or primary duty assignment or in an emergency situation. Exclusionary functions include, but are not limited to, traffic crash team, crisis negotiator, firearms-defensive tactics or other instructor, D.A.R.E., or School Resource Officer functions, on-going or sensitive investigative processes, S.R.T., and C.A.L.E.A.

12.4 Filling of Patrol Assignments. All Patrol shift assignments for the following year (beginning with the first full pay period thereof) shall be posted annually by November 15. Members shall select their shift assignment (which includes their days off) based on seniority by December 15. The Member with the highest seniority will have the first choice of patrol shift assignment. Seniority will be determined in accordance with the provisions of Section 12.1.

Should any change in shift assignment occur during the calendar year, an interim bidding process shall be followed to fill the opening, provided that if no Member applies for the opening, the Chief retains the discretion to fill the opening by assigning the least senior Member. The interim process shall be initiated by the posting of the available Patrol assignment, with Members being given fourteen (14) calendar days to respond in writing to the posting indicating interest in the assignment. The most senior Member indicating interest shall be given the assignment. The interim bidding process shall also apply to subsequent openings occurring as a result of the use

of the procedure. During the bidding process, a temporary assignment may be made until the bidding process is complete and the permanent assignment is made.

12.5 Filling of Non-Patrol Job Assignments.

- A. ~~When a non-patrol assignment is open for re-bidding or~~ the City creates a new non-patrol assignment or determines that a vacancy will occur in a non-patrol assignment, the Chief shall post the job assignment opening for fourteen (14) calendar days and shall allow any interested Members of the same rank to apply within the posting period. The Chief shall provide notice on the job posting as to any specialized training and/or technical skills which will be required for the assignment once the assignment is made. In filling the job assignment, the Chief shall give consideration to all applicants who apply. Skill, ability, knowledge, work performance, specialized training, and seniority shall be the criteria for selection of an applicant to fill a job assignment vacancy. When all other criteria are equal, seniority will be the deciding factor as to such assignment. For any non-patrol assignment, the applicant must have a minimum of two (2) years of continuous service in a patrol assignment upon release from the FTO program in order to receive consideration. However, this provision does not apply where no applicant with the minimum requisite seniority applies for the vacancy, or the applicant has met the minimum requisite seniority in a non-patrol assignment because no applicant with the minimum requisite seniority applied for a non-patrol assignment secured by the applicant. **Should no Member apply for the open assignment, the Chief may appoint the least senior Member who meets the minimum qualifications for the assignment.**

~~Should no Member apply for the open assignment, the Chief may appoint the least senior Member who meets the minimum qualifications for the assignment. If a Member fills an assignment with more than one half (1/2) of the three (3) year term remaining, the Member shall serve the remainder of the current term in the assignment. If a Member fills an assignment with one half (1/2) or less of the three (3) year term remaining, the Member shall serve both the remainder of the current term and the next three (3) year term in the assignment, except that where a Member is mandated to fill the assignment, the Member shall fill the remainder of the current term, subject to annual bidding on the assignment during the current term.~~

~~Permanent non-patrol assignments, including any non-patrol Sergeant, School Resource Officer, Detective, C.A.L.E.A. Officer, and D.A.R.E. Officer shall be re-bid every three (3) years in September of the open year under the bidding process in this Section. The re-bidding shall be staggered on a rotational basis as outlined in this Section. Vacancies filled during the three (3) year cycles shall be for the remaining cycle period only to maintain the integrity of the bidding cycle and operations. After re-bidding, the assignment(s) shall, to the extent possible, be made in conjunction with the annual shift bid changes or within ninety (90) days of the annual shift bid changes in accordance with the operational needs of the Division.~~

- B. Notwithstanding Section 12.5 A., one General Investigator assignment shall be permanently designated as having a rotating, two-year duration (from the beginning of the first full pay period in January of the first year through the last pay period of the second year). The Chief shall post the rotating assignment no later than September 15th during the second year of the assignment. The rotating assignment shall be filled by the most senior Member applying for the assignment, so long as that Member has a minimum of two (2) years of continuous service in a patrol assignment following release from the FTO program. No Member may be selected to fill this rotating assignment after already having served in the assignment, unless no other Members apply for the assignment. Any Member in the General Investigator assignment shall be permitted to participate in the bid process for Patrol shift assignments, as provided in Section 12.4, during the November preceding the end of the two-year term of the rotating General Investigator assignment.
- C. If a vacancy in the rotating General Investigator assignment occurs prior to the expiration of the two-year, the Chief shall post the job assignment opening for fourteen (14) calendar days and shall allow any interested Members of the same rank to apply within the posting period. Any Member selected to fill the rotating assignment under this paragraph shall continue for the remainder of the calendar year in which the vacancy occurred and then for two additional calendar years.
- D. All General Investigator shift assignments for the following year (beginning with the first full pay period thereof) shall be posted annually by October 4. Members shall select their General Investigator shift assignments (which includes their days off) based on seniority by November 4. The Member with the highest seniority will have the first choice of General Investigator shift assignment. Seniority will be determined in accordance with the provisions of Section 12.1.

12.6 Temporary Assignments. A temporary assignment is defined as a non-permanent change in a Member's assignment. A temporary assignment shall not exceed six (6) months. The Chief maintains the discretion to fill temporary assignments without regard to the bidding procedure in Section 12.4 and 12.5.

ARTICLE 13 WAGES AND LONGEVITY

13.1 Wages. The following straight-time wages will be paid Members by rank on the first day of the pay period which includes the date(s) set forth below.

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EFFECTIVE JANUARY 1, 2013

POLICE OFFICER-Hired Prior to January 1, 2010

	Step 1	Step 2	Step 3	Step 4	Step 5
Hourly	21.96 n/a	24.47 n/a	27.36 n/a	31.26 34.40	35.15 38.69
Biweekly	1,756.80 n/a	1,957.60 n/a	2,188.80 n/a	2,500.80 2,752.00	2,812.00 3,095.20
Annual	45,676.80 n/a	50,897.60 n/a	56,908.80 n/a	65,020.80 71,552.00	73,112.00 80,475.20

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POLICE OFFICER-Hired After January 1, 2010

	Probationary	Step 1	Step 2	Step 3	Step 4	Step 5
Hourly	20.66	21.96	23.72	26.09	30.05	35.15
	22.13	24.18	26.11	28.72	33.08	38.69
Biweekly	1,652.80	1,756.80	1,897.60	2,087.20	2,404.00	2,812.00
	1,770.40	1,934.40	2,088.80	2,297.60	2,646.40	3,095.20
Annual	42,972.80	45,676.80	49,337.60	54,267.20	62,504.00	73,112.00
	46,030.40	50,294.40	54,308.80	59,737.60	68,806.40	80,475.20

SERGEANT

Hourly	40.50 44.58
Biweekly	3,240.00 3,566.40
Annual	84,240.00 92,726.40

LIEUTENANT

Hourly	45.65 50.24
Biweekly	3,652.00 4,019.20
Annual	94,952.00 104,499.20

EFFECTIVE JANUARY 1, 2014

POLICE OFFICER-Hired Prior to January 1, 2010

	Step 1	Step 2	Step 3	Step 4	Step 5
Hourly	22.73	25.33	28.32	32.35	36.38
Biweekly	1,818.40	2,026.40	2,265.60	2,588.00	2,910.40
Annual	47,278.40	52,686.40	58,905.60	67,288.00	75,670.40

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~~POLICE OFFICER Hired After January 1, 2010~~

	Probationary	Step 1	Step 2	Step 3	Step 4	Step 5
Hourly	21.38	22.73	24.55	27.00	31.10	36.38
	22.74	24.84	26.83	29.51	33.99	39.75
Biweekly	1,710.40	1,818.40	1,964.00	2,160.00	2,488.00	2,910.40
	1,819.20	1,987.20	2,146.40	2,360.80	2,719.20	3,180.00
Annual	44,470.40	47,278.40	51,064.00	56,160.00	64,688.00	75,670.40
	47,299.20	51,667.20	55,806.40	61,380.80	70,699.20	82,680.00

SERGEANT

Hourly	41.92 45.81
Biweekly	3,353.60 3,664.80
Annual	87,193.60 95,284.80

LIEUTENANT

	47.25 51.62
Biweekly	3,780.00 4,129.60
Annual	98,280.00 107,369.60

EFFECTIVE JANUARY 1, 2015

~~POLICE OFFICER Hired Prior to January 1, 2010~~

	Step 1	Step 2	Step 3	Step 4	Step 5
Hourly	23.53	26.22	29.31	33.48	37.65
Biweekly	1,882.40	2,097.60	2,344.80	2,678.40	3,012.00
Annual	48,942.40	54,537.60	60,964.80	69,638.40	78,312.00

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~~POLICE OFFICER Hired After January 1, 2010~~

	Probationary	Step 1	Step 2	Step 3	Step 4	Step 5
Hourly	22.13	23.53	25.41	27.95	32.19	37.65
	23.37	25.52	27.57	30.32	34.92	40.84
Biweekly	1,770.40	1,882.40	2,032.80	2,236.00	2,575.20	3,012.00
	1,869.60	2,041.60	2,205.60	2,425.60	2,793.60	3,267.20
Annual	46,030.40	48,942.40	52,852.80	58,136.00	66,955.20	78,312.00
	48,609.60	53,081.60	57,345.60	63,065.60	72,633.60	84,947.20

SERGEANT

Hourly	43.39 47.07
Biweekly	3,471.20 3,765.60
Annual	90,251.20 97,905.60

LIEUTENANT

Hourly	48.90 53.04
Biweekly	3,912.00 4,243.20
Annual	101,712.00 110,323.20

13.2 **Pay Plan.** The following shall apply to advancement from Step 1 to Step 5 in the rank of Police Officer if hired prior to January 1, 2010 and advancement from Probationary Step to Step 5 in the rank of Police Officer if hired after January 1, 2010:

- A. Probationary Step shall be the hiring step for the rank of Police Officer for those Members hired after January 1, 2010 who are not certified peace officers. A Member becomes eligible and shall be advanced by the Safety Director to Step 1 on the first day following completion of **one (1) year** ~~nine (9)~~ months of continuous service at the Probationary Step.
- B. Step 1 shall be the hiring step for the rank of Police Officer hired prior to January 1, 2010 and those Members hired for the rank of Police Officer after January 1, 2010 who are certified peace officers at the time they are hired with no prior experience. For all Members who are hired for the rank of Police Officer after

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January 1, 2010 who are certified peace officers, with experience, the City retains the sole discretion to place the Member into an advanced step based upon the Member's level of relevant experience.

- C.** A Member becomes eligible and shall be advanced by the Safety Director to Step 2 on the first day following completion of one (1) year of continuous service at Step 1.
- D.** A Member becomes eligible and shall be advanced by the Safety Director to Step 3 on the first day following completion of one (1) year of continuous service at Step 2.
- E.** A Member becomes eligible and shall be advanced by the Safety Director to Step 4 on the first day following completion of one (1) year of continuous service at Step 3.
- F.** A Member becomes eligible and shall be advanced by the Safety Director to Step 5 on the first day following completion of one (1) year of continuous service at Step 4.
- G.** The wage step advancements as prescribed in this Article shall be mandatory.
- H.** References in this Contract to Step 1 or the Probationary Step are provided only for reference and are not to be viewed as indicative of any representation made by the Lodge or the City that the Lodge had or has any role to play in the hiring or recruiting of Police Officers.

13.3 Pension Pick-up (Salary Reduction Method). The full amount of the statutorily required employee contribution to the Police and Fire Pension Fund ("The Fund") shall be withheld from the gross pay of Members, shall be "picked-up" by the City, shall be designated as public employee contributions, and shall be in lieu of contributions to the Fund by each such Member. No Member subject to this "pick-up" shall have the option of choosing to receive the statutorily required employee contribution to the Fund instead of having it "picked-up" by the City or of being excluded from the "pick-up". The parties agree that the City will not incur any additional costs in the deferment of said Federal and State income taxes. Should the rules and regulations of the Internal Revenue Service or the Fund change, making this procedure unworkable, the parties agree to return to the former contribution method followed by the City.

13.4 Promotional Probationary Period Excluded. No Member who is promoted to a higher rank shall be required to serve a probationary period following promotion; Members may only be reduced in pay or position for just cause.

13.5 Longevity. For all Members, the following longevity bonus schedule shall be in effect:

Years	Effective 01/01/2010	Effective 01/01/2011	Effective 01/01/2012
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5 th through 10 th	\$975.00	\$1,025.00	\$1,075.00
11 th through 15 th	\$1,200.00	\$1,275.00	\$1,325.00
16 th through 20 th	\$1,425.00	\$1,500.00	\$1,550.00
21 st and thereafter	\$1,600.00	\$1,750.00	\$1,900.00

The annual longevity payments shall be made to a Member, in accordance with the above schedule, in a separate lump-sum payment on the first pay period ending after the Member's anniversary date each year. The City shall include annual longevity payments in Members' regular rates of pay for purposes of overtime calculations. Upon termination for any reason a Member who is eligible for longevity pay under this Section (or, in the event of death, the surviving spouse or secondarily, the Member's estate) will be paid, as part of the Member's terminal pay, the final partial year of longevity pay, prorated to the number of hours worked during said partial year since the Member's last anniversary date, except that payment for a Member killed in the line of duty shall be paid for a full year of longevity.

ARTICLE 14
SHIFT DIFFERENTIAL

14.1 Shift Differential Pay Rate. The shift differential for qualifying hours worked shall be as follows:

Effective Date	Amount Per Hour
Upon Ratification By The FOP	\$1.10

14.2 Eligibility. Shift differential pay shall be ~~provided for any eight (8) hour workday or ten (10) hour workday (whichever is applicable) for which the majority of the~~ **paid for all** work hours **from 3:00 p.m. to 7:00 a.m.** ~~occur after 3:30 p.m. and prior to 7:30 a.m., and shift differential pay shall be paid to Members assigned to relief shift for all hours worked. Shift differential shall also be paid to Members regularly assigned to such hours, regardless of shift hours they actually work, for all hours worked but excluding hours in paid status while on all approved leaves (except for injury leave). Shift differential pay shall be paid only for actual hours worked~~ **and during the regularly scheduled, straight-time workday.** Shift differential shall not be paid in addition to regular pay for any hours of leave with pay, except **that shift differential shall be paid** for injury leave **if their normal shift hours would have been under normal shift differential hours.** ~~If shift differential pay is applicable to a regularly scheduled straight time workday, and~~ **Under the terms of this article, if** authorized over-time occurs ~~in conjunction with~~ **as a continuation of** the regular workday, the shift differential shall be paid for each hour of overtime worked **(even if the overtime occurs after 7 a.m.)**, and the shift differential pay shall be added to the straight-time hourly rate prior to computing the overtime rate. ~~Shift differential pay is not applicable to court appearance~~

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~~time but is applicable to hours worked when called back to duty if the Member otherwise qualifies for the shift differential pay.~~

14.3 Method of payment. Shift differential pay will be paid bi-weekly.

ARTICLE 15
CLOTHING AND EQUIPMENT ALLOWANCE

15.1 Initial Issue. Upon initial appointment to the Division of Police, each new Member shall be issued all uniform parts and equipment, as defined in General Order 41.2.14, and all equipment required by the basic academy.

15.2 Recruit Criteria. A recruit shall not receive the first semi-annual payment of the annual clothing and equipment allowance which follows his or her date of hire. On the date upon which the recruit would otherwise receive the next semi-annual clothing and equipment allowance, the Member shall, in lieu thereof, receive a payment equal to the number of completed pay periods between the new recruit's date of hire and the first semi-annual clothing and equipment allowance payment date thereafter times \$46.15. A new recruit shall receive the third and all subsequent semi-annual payments.

15.3 Annual Allowance.

- A. All Members assigned to a uniformed assignment shall receive an annual uniform and equipment allowance of \$1,200.00 payable one-half in each of two semi-annual payments. Payments will be made on or before January 30th and July 30th of each calendar year in accordance with Internal Revenue Service Regulations and will be subject to withholding for tax purposes.
- B. All Members assigned to a plainclothes assignment shall receive an annual uniform and equipment allowance of \$1,200.00 payable one-half in each of two semi-annual payments. Payments will be made on or before January 30th and July 30th of each calendar year in accordance with Internal Revenue Service Regulations and will be subject to withholding for tax purposes.
- C. When a Member is reassigned from a uniform assignment to a plainclothes assignment, that Member may at his or her option, receive at the effective date of that transfer, a semi-annual uniform allowance of \$600.00. Any Member who elects to receive the semi-annual uniform allowance at the time of transfer shall not receive the next regularly scheduled semi-annual uniform allowance.
- D. The uniform allowance is for purchase and maintenance of all uniforms.

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- E.** The January 30th payment will cover the time period from July through December of the preceding year. The July 30th payment will cover the time period from January through June of the current year.

15.4 Terminal Pay: Prorated Payments. Upon termination for any reason, Members who are eligible for the uniform and equipment allowance, will be paid as part of their terminal pay, the final partial year allowance on a prorated pay basis. Prorated payment is based upon the number of completed pay periods in the payroll year. The prorated payment shall be as follows:

- 1.** For uniformed assignments, \$46.15 per completed pay period.
- 2.** For plainclothes assignments, \$46.16 per completed pay period.

15.5 Required Purchases. Members shall be required to purchase uniform parts and equipment as defined in General Order 41.2.14. Members in the Detective Bureau shall receive the uniform and equipment allowance and will be expected to purchase the needed clothing to function in plainclothes assignments. The cost of approved bullet-proof vests shall be paid by the City, and shall be replaced, pursuant to manufacturer specifications, at no cost to the Member. Members shall select a bullet resistant vest from a list approved by the Chief when their original issue vest has reached its manufacturer's recommended life expectancy limit.

Whenever the Division of Police changes the uniform and equipment requirement, the City shall furnish the initial issue of said new or changed clothing and equipment at no cost to Member.

15.6 Damaged or Lost Uniform Parts or Equipment. Members shall have any clothing and uniform parts or equipment damaged or lost in the line of duty replaced by the City at no cost to Members. Members will turn in any damaged clothing and uniform parts or equipment. Any clothing uniform parts or equipment damaged or lost due to carelessness or negligence on the part of the Member will not be replaced by the City. Members shall have any personal items damaged or lost in the line of duty replaced by the City at no cost to Members. Reimbursement for non-prescription sunglasses shall be limited to seventy-five dollars (\$75.00). Watches shall be reimbursed in the amount of forty dollars (\$40.00). Members will turn in any damaged personal items. The City may require the Member to show just cause why that personal item was being used by the Member in the line of duty. Any personal item damaged or lost due to carelessness or negligence on the part of the Member will not be replaced by the City.

ARTICLE 16

HOURS OF WORK OF OVERTIME

16.1 Definitions. For the purpose of this Contract, a work week shall be considered to commence at 12:01 a.m. on Saturday and to conclude at 12:00 midnight on the following Friday. The standard work week shall consist of forty (40) hours in paid status and the standard pay period shall consist of eighty (80) hours in paid status. For Members a standard workday shall consist of eight (8) or ten (10) consecutive hours in paid status and a standard workweek shall

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consist of five (5) or four (4) consecutive eight (8) or ten (10) hour workdays and two (2) or three (3) consecutive days off.

Except as set forth in Section 16.6 below, "paid status" shall include work hours as well as all hours in paid status while on approved leave, including holidays, vacations, injury, military, compensatory and sick leaves.

16.2 Compensation. Compensation shall be paid to every Member on a biweekly basis. Disbursements of pay checks will be on alternate Fridays **for all compensable time for the 80 hour period ending on midnight of the Friday that proceeds the pay day Friday.** ~~Members shall be paid compensation earned for the immediately preceding two weeks including the date of payment.~~

16.3 Overtime. Members shall be compensated at straight time rates for all hours in paid status except that all hours worked or in paid status totaling in excess of the eight (8) or ten (10) hours standard workday and all hours worked or in paid status totaling in excess of forty (40) hours in any work week shall be compensated for at one and one half times the Member's regular straight time hourly rate. ~~All overtime shall be paid no later than the conclusion of the next succeeding pay period.~~

16.4 Overtime Absence. Inability to work a prescheduled overtime assignment due to illness or death in the family will not require the Member to charge such absence against sick leave.

16.5 Compensatory Time. A Member may, in lieu of overtime pay, accumulate and use a maximum of **eighty-one (81)** ~~forty five (45)~~ hours of compensatory time **during each calendar year** ~~at any one time.~~ If a Member does not use all of the Member's accumulated compensatory time on or before ~~November 15~~ **December 31**, the accumulated but unused compensatory time shall be paid to the Member at the Member's rate of pay in effect on ~~November 15~~ **December 31, with such payment occurring no later than the pay date at the end of the first full pay period in January.** Should a Member be separated from service for any reason, the Member shall be paid the Member's accumulated but unused compensatory time at the Member's rate of pay at the time of separation. All compensatory time off requests are subject to supervisory approval **by reference to the number of Members permitted to take vacation or compensatory leave, as established in Section 19.4(F).** If a compensatory time off request is submitted **seventy-two (72)** ~~forty eight (48)~~ hours or more in advance **and the conditions of Section 19.4 (F) are satisfied,** the compensatory time off request shall be granted ~~if the resulting shift vacancy is voluntarily filled by another Member.~~ If such compensatory time off request is submitted **less than seventy-two (72)** ~~forty eight (48)~~ hours or more in advance ~~and the resulting shift vacancy is not voluntarily filled by another Member,~~ such compensatory time off request may be denied at the sole discretion of the City. ~~Further, if a compensatory time off request is submitted less than forty eight (48) hours in advance, such request may be denied at the sole~~

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~~discretion of the City. The City retains discretion to grant any compensatory time off request if such resulting shift vacancy does not create a staffing level below minimum.~~

Members may submit a request to convert compensatory leave to paid compensation at the Member's regular straight-time rate of pay at any time. Payment for converted compensatory leave shall be made no later than the pay date for the pay period following submission of the Member's request for conversion.

16.6 Substitution (Trading) of Time. A Member, at the Member's option, may agree to substitute during scheduled work hours for another Member, subject to the following:

- A) The substitution must be approved in advance by the supervisor of the Member who is seeking to find a substitute for the Member's hours;
- B) The hours the Member works as a substitute shall not be counted as hours worked for purposes of overtime, and shall not result in the payment of shift differential or other premium to a Member who otherwise does not receive that premium;
- C) The substitution may not result in the Member working back-to-back shifts; and
- D) The Member who agrees to substitute for another Member shall be held responsible for a failure to report, tardiness, absence, etc., as if it were the Member's regularly scheduled shift.

16.7 Layoffs. The City agrees during the life of the Contract that no Member employed as of December 31, 1999 will be laid off.

ARTICLE 17
REPORT IN, CALL IN, AND COURT PAY

17.1 Report In and Call In Pay. When a Member is ordered to report to work and reports, the Member shall be paid at one and one-half (1 1/2) times the Member's regular hourly rate for all hours worked, but for a minimum of three (3) hours at this rate of pay. This provision shall apply to Members who are called to work while on off-duty time.

17.2 Court Time. Members who are required to make work related court appearances (civil or criminal) shall be paid for all such hours at the applicable rates, where such hours are during the Member's regularly scheduled shift hours. When such court appearances are not during a Member's regularly scheduled shift hours, or the Member is on approved leave, then the Member shall be paid at the rate of one and one-half (1 1/2) times the Member's hourly rate for each such hour worked, but the Member shall be paid a minimum of three (3) hours for each such court appearance at this rate. This Section shall also apply to a Members' required appearance in any administrative hearing.

17.3 Court Stand-By.

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- A. When a Member is issued a stand-by subpoena, and is required to be on stand-by status for court appearances, away from the Member's work, and outside of the Member's regularly scheduled hours, the Member shall receive two (2) hours of pay for such stand-by status at the Member's regular straight-time rate of pay. If a Member is required to make a court appearance, Section 17.2 shall apply and the Member shall not be entitled to stand-by pay.

If a Member receives a subpoena marked "stand by", the Member shall be required to telephone the Police Radio Room by using a designated phone number any time between 11:00 a.m. and 12:00 p.m. (noon) to see if the Member is required to appear in court, on said subpoena case. If the Member is advised the Member is not needed to appear in court, the Member shall request the "call for service dispatch number." This number shall be recorded by the Member on the Member's payroll time sheet the Member shall thereby be considered "released" from the "stand-by" status and shall have completed the requirements for receiving court stand-by pay.

ARTICLE 18
HOLIDAYS

18.1 **Paid Holidays.** The following are designated as paid holidays for all Members:

New Year's Day	January 1
Martin Luther King Day	January 15
President's Day	Third Monday in February
Easter Day	
Memorial Day	Last Monday in May
Independence Day	Day upon which City schedules Fireworks ¹
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Eve	December 24
Christmas Day	December 25
New Year's Eve	December 31
Member's Birthday	
Any special holiday proclaimed by the City Administrator.	

18.2 **Method of Payment.** Members will be compensated an additional eight (8) hours for each of the 13 holidays referred to in Section 18.1. Payment will be made on or before December 1 of each calendar year in a separate lump sum payment.

The first eighty (80) hours of holiday time earned may be taken as time off in lieu of getting paid for those holidays. Members must use such holiday time as time off on or before November 15 of each year. Holiday time will be scheduled and taken the same as vacation time.

¹ If the City does not schedule fireworks, the date of July 4 will be the date for celebration of Independence Day.

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18.3 Payment for Actual Working on Holidays. If a Member is scheduled to work on one of the aforementioned holidays and the Member does work the Member will be paid one and one half times (1 ½) the Member's regular hourly rate in addition to the Member's holiday pay in Section 18.2. If a Member is required to work mandatory or approved overtime on the day upon which the July 4 holiday is celebrated, the Member shall be paid three (3) times the Member's regular rate of pay for overtime hours worked on this holiday. These payments shall be made with the Member's regular pay.

ARTICLE 19
VACATION LEAVE

19.1 Vacation Year. The vacation year for Members shall end at the close of business on the last day of the last pay period that ends in the month of December.

19.2 Conditions of Accrual. Each Member shall accrue vacation leave by pay period at the annual rate of workdays based on the years of continuous service as established in the schedules contained in Section 19.3 of this Article. In computing years of continuous service, the higher rate of accrual will begin on the first day of the first pay period in which a continuous year of service begins.

19.3 Accrual Schedule for Vacation. The following vacation accrual schedules are established:

Years of Service	Paid Vacation Hours. Per Year	Vacation Hrs. Per Pay Period
1 yr. through & including 3 yrs.	80 hrs.	3.0769
4 yrs. through & including 8 yrs.	120 hrs.	4.6153
9 yrs. through & including 13 yrs.	160 hrs.	6.1538
14 yrs. through & including 17 yrs.	200 hrs.	7.6923
18 yrs.	240 hrs.	9.2307

19.4 Maximum Accrual of Vacation.

Years of Service	Maximum Accrual of Vacation Hrs.
1 yr. through & including 3 yrs.	240 hours
4 yrs. through & including 8 yrs.	360 hours
9 yrs. through & including 13 yrs.	480 hours

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14 yrs. through & including 17 yrs.	600 hours
18 yrs.	720 hours

- A. At the end of each vacation year, Members shall be paid for any vacation balances in excess of the maximums fixed by this Article.
- B. A Member who is to be separated from City service through removal, resignation, retirement or layoff and who has unused vacation leave to the Member's credit, shall be paid in a lump sum for such unused vacation leave.
- C. When a Member dies while in paid status in the City service, any unused vacation leave to the Member's credit shall be paid in a lump sum to the Member's spouse, or secondarily the Member's estate, at the rate of pay in effect at the time of the Member's death.
- D. All vacation leaves shall be taken at such time or times at the discretion of and as approved by the Chief or designee.
- E. Vacation leaves may be taken in multiples of one-half (1/2) hour.
- F. **Except as provided in this paragraph, two (2) Members per shift shall be permitted to be on vacation leave or compensatory time leave at the same time, regardless of any other leaves on that shift. A request to use vacation/compensatory time leave may be denied, or vacation/compensatory time leave that was previously approved may be canceled, by the Chief or designee if an unforeseen law enforcement emergency (e.g., natural disaster, large demonstrations or civil disturbances, etc.) requires off-duty Members to report for duty. Vacation leave also may be reduced to one (1) or no (0) Members per shift on a limited number of pre-designated days, which shall be established annually by the Chief in consultation with the Lodge.** ~~More than one Member per shift, based upon authorized strength, may be on vacation leave at one time.~~
- G. When two or more Members request the same vacation time and operational needs require the limitation of the number of Members who can be off, the Member with the greater seniority will be given first choice, except that Members entitled to more than two hundred (200) hours vacation may be required to schedule that portion beyond two hundred (200) hours at a time other than during the months of June, July and August.

- H. Each Member employed by the City as of July 1, 1988 will accrue vacation leave by pay period based on total years of service which is established in the schedules contained in 19.3 of this Article. The years of total service is defined to be years accumulated from all periods of employment with the City, the State of Ohio, and any other political subdivision in Ohio. Anyone who becomes a Member after July 1, 1988 will only accrue vacation leave based on a total years of service with the City.

19.5 Conversion of Accrued Vacation. Members may submit a request to convert vacation leave to paid compensation at the Member's regular straight-time rate of pay at any time. Payment for converted vacation leave shall be made no later than the pay date for the pay period following submission of the Member's request for conversion. A Member may not convert vacation if such conversion will leave less than eighty (80) hours of accrued vacation time in the Member's vacation bank.

ARTICLE 20 SICK AND INJURY LEAVE

20.1 **Sick Leave Accumulation.** Each full time Member shall be entitled for each completed eighty (80) hours of service (excluding overtime) to sick leave of 4.6 hours with pay. Unused sick leave shall be cumulative without limit. When sick leave is used, it shall be deducted from the Member's credit on the basis of one-half (1/2) hour for every one-half (1/2) hour of absence for previously scheduled work.

When a Member first is employed by the City, the Member shall be advanced sick leave to the Member's credit in an amount equivalent to 120 hours.

Such new Member shall not be entitled to accumulate additional sick leave until the Member works the number of hours that would have to be worked to earn the amount of sick leave advanced.

Any Member employed prior to July 1, 1988 shall be allowed to carry over any unused and unpaid sick leave from prior service in the State of Ohio or any political subdivision in Ohio. This sick leave that is carried over shall not be paid as part of a Member's terminal pay. However, the Member may elect to use such sick time prior to using any time accrued from the City. Any Member employed after July 1, 1988 will only carry over sick leave from prior service with the City.

20.2 **Sick Leaves Usage.** Members may use sick leave, upon approval of the Chief or designee, for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to other employees; and for illness or injury in the Member's immediate family (this determination to be within the authority of the Chief); death in the immediate family

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and for the necessary medical, dental or optical consultation or treatment when the same cannot be obtained during off duty time. A Member is limited to five (5) days (forty (40) hours) leave for a death in the immediate family.

Immediate family for purposes of this Section is defined as spouse, child, mother, father, foster parent or guardian, brother, sister, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepsister, stepbrother, stepson, stepdaughter, half-brother, half-sister.

A Member shall furnish a satisfactory written signed statement to justify the use of sick leave. Falsification of either a written, signed statement or a physician's certificate may be grounds for corrective action, up to and including removal. No Member may receive payment from the City for sick leave if the Member is receiving workers' compensation for the same purpose.

20.3 Sick Leave Conversion. ~~Once each calendar year, any Member who has accumulated 500 or more hours of unused sick leave shall be given the option of converting up to one hundred (100) hours of unused sick leave at the rate of two (2) hours of unused sick leave for one (1) hour of paid compensation at the Member's regular straight time rate of pay (for a total of fifty (50) hours' pay).~~ **Members may submit a request to convert sick leave to paid compensation at the Member's regular straight-time rate of pay at any time, and at the rate of two (2) hours of unused sick leave for one (1) hour of paid compensation. Payment for converted sick leave shall be made no later than the pay date for the pay period following submission of the Member's request for conversion. A Member may not convert sick leave if such conversion will leave less than three hundred sixty (360) hours of accrued sick leave the Member's sick bank.**

20.4 Cash Payment for Sick Leave Credit. Members shall, at the time of their retirement or resignation in good standing, receive payment based on the Member's straight-time rate of pay at retirement or resignation for one-half (1/2) of the accumulation in excess of 360 hours. All severance pay shall be paid at the Member's current rate of pay. In the event a Member dies, as a direct result of injury sustained in the course of the Member's employment the Member's spouse, or secondarily the Member's estate shall be paid, on a day for day basis, for the Member's unused sick leave at the rate of pay in effect at the time of the Member's death.

20.5 Donated Sick Leave

- A. Eligibility** - Any eligible Member may apply to the Administrative Assistant or the Chief of Police to receive donated sick leave if the Member requesting such donated sick leave:
- 1.** Has a non-work related serious illness or serious injury, as documented in writing by a medical doctor, which renders them unable to perform the essential functions of their position for a minimum of four (4) consecutive weeks;
 - 2.** Does not have a sufficient amount of accrued and unused paid leave to cover the estimated period of absence; leave balances must first be exhausted;

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3. Has not been offered non-work related Transitional Duty; and
4. Has no disciplinary actions regarding sick leave abuse on record for progressive discipline purposes.

B. Procedure

A Member qualifying for sick leave donation hereunder shall make a written request for such leave by completing the necessary form and submitting same to the Administrative Assistant or the Chief of Police. Written documentation from a medical doctor of the Member's serious illness or injury must be attached to the request. The Administrative Assistant or the Chief of Police shall have the discretion to approve or deny such request. Copies shall be provided to the Member, Human Resources and the Chief of Police.

1. Upon approval of a request for sick leave donation, the Administrative Assistant or the Chief of Police shall complete the necessary form and forward copies of same to each Member.

A Member wishing to donate sick leave to a fellow Member eligible for donation shall complete the necessary form and forward same to the Chief of Police, who shall provide a copy to Human Resources.

C. Approval - Upon approval of a Member's request for donated sick leave, the Administrative Assistant or the Chief of Police shall:

1. Notify all bargaining unit Members of the Member's need for donated sick leave, while respecting the Member's right of privacy;

Approve payment of any such donated sick leave to the requesting member on a pay period by pay period basis up to the amount of donated leave, or the hours necessary to provide the Member with their regular, straight-time pay for such pay period, whichever is greater.

D. Donating Sick Leave - A Member may donate accrued and unused sick leave to their credit to any other Member who has been approved to receive donated sick leave if the donating Member:

1. Retains a sick leave balance of at least two hundred and forty (240) hours after deduction of the hours offered for donation; and

Voluntarily elects to donate sick leave to the member approved for donation, understanding that any such leave donated and used shall not be returned.

E. Terms and Conditions – The following additional terms and conditions shall apply to the sick leave donation program:

1. All donation of sick leave shall be in eight (8) hour increments, with eight (8) hours being the minimum donation;
2. A Member receiving donated sick leave shall be paid at their regular, straight-time rate of pay, regardless of the rate of pay of the Member donating such leave.

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3. Sick leave shall be deducted from donating Members proportionately from all donated hours and credited to the receiving Member's account on pay day up to the amount necessary for the member to be paid their regular two (2) week's pay. No sick leave shall accumulate in the account of a receiving Member or be converted to cash or compensatory time. Any sick leave donated by a Member that is not used shall remain in the account of the donating member.
4. A Member using donated sick leave shall be in active pay status and shall accrue sick and vacation leave, and be entitled to any benefits they would normally receive. All paid leave provided to or accrued by a Member while using donated sick leave shall be used in the following pay period before donated sick leave is used.

Members receiving donated sick leave shall be eligible to receive such leave only until the member's estimated date of return to duty, or until the first pay period during which the receiving Member fails to receive enough donated leave to receive their full two (2) weeks pay. Members who have continued to receive full donations and whose physicians extend their estimated date of return will be eligible for notification for the need for further donation.

5. No Member receiving donated sick leave will be permitted to be off work on such leave more than twelve (12) consecutive calendar months. A member may not apply for donated leave more than once in any twelve (12) month period.
7. No Member may donate more than 40 hours to another Member in a calendar year.
8. The Administrative Assistant or the Chief of Police shall ensure that no Member is forced or coerced into donating sick leave for a fellow Member. Donation shall be strictly voluntary. No Member shall directly solicit donations of sick leave from another Member other than by the posting of an approved form.

20.6 Injury Leave. Each Member who is disabled from performing the duties of the Member's employment with the City due to bodily injury sustained by the Member, or illness contracted in the pursuit and performance of the duties of such employment, shall receive, in lieu of the benefits conferred upon Member by the sick leave provisions hereof, injury leave at the Member's straight-time rate of pay and any applicable shift differential. Leave shall be paid for such period of time as the Member is actually disabled by bodily injury, but for no more than six (6) months (1,040 hours).

To be eligible for injury leave, the Member must present physician certification of the injury and the cause of the injury. In addition, the Member must present physician certification that the Member is fit to return to work prior to returning to work. Any limitations on the Member's ability to perform the Member's job duties must be set forth in the physician certification. The Director of Public Safety may prescribe needed rules and regulations for the establishment of

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eligibility for, and administration of, the benefits conferred by this Section. The receipt of benefits pursuant to this Section shall not take or otherwise affect the accrual of sick leave, vacation time, seniority or other benefits of employment. A Member is not eligible for injury leave if the Member is receiving workers' compensation benefits.

ARTICLE 21
SPECIAL LEAVES

21.1 **Special Leave.** In addition to other leaves authorized herein, the Chief of Police may authorize a Member to be absent without pay for personal reasons for a period or periods not to exceed ten (10) calendar days of any calendar year. The Chief of Police may authorize special leave of absence with or without pay for any period or periods not to exceed three (3) calendar months in any one calendar year for the following purposes: attendance at college, university or business school for the purpose of training in subjects related to the work of the Member and which will benefit the Member and the City; urgent personal business requiring the Member's attention for an extended period, such as settling an estate, liquidating a business and for other purposes beneficial to the City.

21.2 **Jury Duty Leave.** A Member, while serving upon a jury in any court of record will be paid the Member's regular wages for each workday during the period of time so served less whatever amount such Member may receive as compensation for the Member's services as a juror. Time so served shall be deemed active and continuous service for all purposes.

21.3 **Examination Leave.** Time off with pay shall be allowed Members to participate in Grove City Civil Service tests or to take a required examination, pertinent to their City employment, before a State or Federal Licensing board.

21.4 **Military Leave.** Sworn officers of the Division of Police who are Members of the Ohio National Guard, U.S. Air Force Reserves, U.S. Army Reserves, U.S. Marine Corp. Reserves, U.S. Coast Guard Reserves, or the U.S. Naval Reserves shall be granted military leave of absence in accordance with this Section.

- A. **Paid Leave.** A Member shall be granted leave with pay when ordered to active military duty or required training. Such paid leave shall not exceed twenty-two (22) days (176 hours) per year, and the rate of pay for leave so taken shall be the Member's regular wages.

Where it is to the advantage of the City, and on the approval of the Chief, additional leave may be granted up to fifteen (15) additional calendar days per year.

If the military active duty exceeds 22 days (176 hours) in a calendar year, the Member shall be paid the difference between the Member's regular straight-time wages and the military pay for all days in excess of 22 in the calendar year.

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As directed by the City, the Member shall submit to the City the Member's orders to active duty and the Member's record of military pay.

Typically, use of this Section under normal non-emergency circumstances shall be for approximately two-week "summer camps" Members of the reserve components of the United States Armed Forces are required to attend. To receive compensation under this Section, the Member's military service must meet the definition of "active duty" given in 32 United States Code 101(12).

B. Military Leave Without Pay. A Member shall be granted a leave of absence without pay to serve in the Armed Forces of the United States of America or any branch thereof. Members in a probationary period shall not be granted such leave. Such leave of absence shall be governed by the following principles:

1. No eligible Member shall lose the Member's rank, or seniority enjoyed at the time of the Member's enlistment, induction or call into the active service, (other than for military training leave) of the Armed Forces of the United States of America or any branch thereof, except that a provisional Member at the time of entering active military service shall not be entitled to restoration to the Member's position if an eligible list from which appointment to such positions may be made has been established prior to the Member's application for restoration to such position.
2. Any Member who has entered the service as stated above, upon the Member's Honorable Discharge from the service and establishment of the fact that the Member's physical and mental condition has not been impaired to the extent of rendering him or her incompetent to perform the duties of the position, shall be returned to the positions the Member held immediately prior to the Member's enlistment or induction into the service or to a position if an eligible list from which appointment to such positions may be made has been established prior to the Member's application for restoration to such position.
3. Any Member serving in a position vacated temporarily due to the previous incumbent being in the military service shall be determined to have been given a permanent appointment, if the returnee fails to exercise the Member's restoration rights within the prescribed time.
4. The term "Armed Forces of the United States" as used in this Section shall be deemed to include such services as designated by the Congress of the United States.
5. Any Member transferred or advanced to a position by reason of vacancy caused by a Member serving in the Armed Forces shall be returned to the

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position the Member held before said transfer or advancement, or to a position of equal rank or grade upon the return of the Member from service.

6. A Member who achieves permanent status while filling a vacancy resulting from the enlistment or induction of a Member into military service, upon the return of that Member from the service, shall be placed on an eligible list in the order of the Member's original position.
7. In any case where two (2) or more Members who are entitled to be restored to a position left the same position in order to enter the Armed Forces, the Member with the greatest seniority in that classification shall have the prior restoration right without prejudice to the reemployment rights of the other Member or Members to be restored.
8. Where services in the Armed Forces results from induction or call to active duty, leave shall be granted for the duration of such call.
9. Where service in the Armed Forces results from enlistment, leave shall be granted for not more than one (1) voluntary enlistment.

C. **Return from Military Leave.** Whenever a Member returns from military leave the Member shall be restored in the Member's former position at the step which corresponds to the step the Member received at the time of the Member's departure and in addition, shall be granted any pay increases to which the Member would have been entitled had the Member not entered military service.

21.5 **Absence Without Leave.** Whenever a Member who intends to be absent from duty without pay shall report the reason therefore to the Member's supervisor prior to the date of absence when possible and in no case later than mid-shift on the first day of absence. All unauthorized and unreported absences shall be considered as absence without leave and loss in pay shall automatically occur for the period of absence. Such unauthorized absence may also be made the grounds for corrective action.

ARTICLE 22
INSURANCE

22.1 **Group Health Insurance and Pharmacy Program.** The City will provide group health insurance and a pharmacy program for all Members. Currently, the City provides health insurance and a pharmacy program for all Members in accordance with the Central Ohio Health Care Consortium **plan or** plans adopted by such Consortium effective January 1, 2013 ("Consortium Plan"). The City retains the right to seek out alternative health insurance and pharmacy program providers throughout the term of this Contract. In the event the City determines that the Consortium Plan is no longer an economical plan for the City and the

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Members, the City will provide the same level of health insurance and pharmacy program coverage in a manner which is at least equivalent to the Consortium Plan through the term of this Contract.

22.2 Vision Care Plan. The City will maintain vision coverage for all Members in a manner which is at least equivalent to the vision care plan in effect on January 1, 2013.

22.3 Dental Care Plan. The City will maintain dental coverage for all Members in a manner which is at least equivalent to the dental care plan in effect on January 1, 2013.

22.4 Life Insurance. The City will maintain life insurance in the amount of the Member's gross annual base salary or \$75,000, whichever is higher.

22.5 Prepaid Legal Services. The City will maintain the prepaid legal service coverage for all Members, with the City paying all premiums.

22.6 Communicable Disease Testing. The City will pay for any testing for Members who may have been exposed to communicable diseases while in the performance of their duties.

22.7 Member Premium. Members will pay ten percent (10%) of the cost of all insurance set forth in Sections 22.1, 22.2, 22.3, and 22.4 of this Article. Premium amounts shall be paid the first and second pay periods of each month for a total of twenty-four (24) pays per year. These amounts paid by Member will be reduced from the Member's gross wages for tax purposes.

22.8 High Deductible Plan Funding. The City will fund any High Deductible Plan annually at eighty percent (80%).

22.9 Members Declining Health Insurance, Major Medical and Hospitalization.

Members electing to decline health insurance coverage (as established in Section 22.1) for the following calendar year, shall receive the following payment in December of that calendar year:

- A. Members eligible for family coverage but declining all coverage -- \$2,000.00**
- B. Members eligible for family coverage but accepting single coverage -- \$1000.00**
- C. Members eligible for single coverage but declining all coverage -- \$1000.00**
- D. Elections to decline coverage shall be made [during open enrollment for the following calendar year].**
- E. Members whose spouse is eligible for health insurance and takes the plan provided by the City, shall not qualify for the payment.**

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~~22.10 Limit on Out-of-Pocket Pharmacy Costs. The City agrees to reimburse any Member for the Member's actual out of pocket prescription drug costs from claims submitted and approved by the City's prescription service incurred in excess of the following amounts between January 1 and December 31 of each contract year:~~

2010	2011	2012
\$650.00	\$750.00	\$750.00

~~Upon showing of proper documentation, such reimbursement shall be made at least quarterly by the Department of Finance.~~

It is the City's intent to offer a HDAP only for the duration of this contract, However If during the term of this Agreement, the City makes available a **new or additional** health insurance option for a ~~High Deductible Plan~~ to any group of City employees, the Members shall have the option of enrolling in such ~~High Deductible Plan~~ in lieu of any other health insurance provided by the City, on the same terms and conditions applicable to the City employees enrolled in such ~~High Deductible Plan~~.

ARTICLE 23
PERSONAL EXPENSES

23.1 **Personal Expenses.** The following shall apply as to personal expenses incurred by a Member related to travel, etc. on City business:

- A. Any Member, whenever authorized by the Chief, or designee, to engage in official daily business for/on behalf of the City will be reimbursed for all expenses incurred. Such Member shall submit a statement of expenses to the Director of Finance with such supporting data as the Director requires.
- B. This reimbursement for any expenses shall include but not be limited to the pay for the use of private vehicles at the rate allowed by the Internal Revenue Service regulations for reimbursement.
- C. Any Member may request prepayment of any expenses. Such request shall be authorized by the City Administrator and submitted to the Director of Finance for approval with such supporting data as the Director requires within thirty (30) calendar days following the expenditure. Reimbursement shall be made to the Member within thirty (30) calendar days of the Member's request for reimbursement.
- D. Reimbursements other than those included in this Section shall be specifically authorized by Council.

Reimbursements made hereunder shall be treated as required by Internal Revenue Service regulations.

ARTICLE 24 WORKING OUT OF RANK

24.1 Eligibility. A Member who is temporarily assigned and/or required to accept the responsibilities and carry out the duties of rank above that which the Member normally holds, shall receive payment consistent with the higher rank while so acting. If the duty is performed in overtime status, overtime payment shall be made at the overtime rate of pay for the higher rank.

24.2 Payment. A Member who is assigned to a higher rank, consistent with the provisions of this Article will receive the wages of the higher rank for hours worked in the higher rank. Any hours in paid status while on approved leave during said assignment will be paid at the Member's original straight-time rate, except that if a Member serves in a higher rank because of a permanent vacancy in the higher rank or during an absence of an incumbent for four or more work weeks, hours in paid status while on approved leave will be paid at the straight-time rate of the higher rank. The calculation of severance pay will be made using a Member's original straight-time rate.

ARTICLE 25 MISCELLANEOUS

25.1 Ballot Boxes. The Lodge shall be permitted, with the prior notification to the Chief, to place ballot boxes at Police Headquarters for the purpose of collecting Members' ballots on all Lodge issues subjected to ballots. Such boxes shall be the property of the Lodge and neither the ballot boxes nor the ballot shall be subjected to the City's review.

25.2 Bulletin Boards. The Lodge shall be permitted to maintain the current Lodge bulletin boards at Police Headquarters.

25.3 Safe Equipment. The City will furnish and will maintain in the best possible working condition, within the limits of its financial capability, the necessary tools, facilities, vehicles, supplies and equipment required for Members to safely carry out the Member's duties. Members are responsible for reporting unsafe conditions or practices, for avoiding negligence, and for properly using and caring for tools, facilities, vehicles, supplies and equipment provided by the City.

25.4 Lodge Officials Roster. The Lodge shall provide to the City an official roster of its Members who are or become Lodge officers and representatives within thirty (30) days of any change. The official roster will include the Member's name and Lodge office held.

25.5 Layoffs. Layoffs and reinstatements from layoffs shall be accomplished pursuant to the procedure provided in the Rules of the Civil Service Commission. Included in the universe of employees in the Division of Police for this purpose shall be all sworn officers.

Pursuant to the Civil Service Commission layoff procedure, any sworn officer that has been bumped to a lower rank, shall be reinstated to a vacancy in the Member's prior rank before any laid off officers shall be reinstated to a position in that rank.

25.6 Purchase of Duty Weapon. Upon a Member's retirement from the Division in good standing, a Member shall be allowed to purchase the Member's duty weapon from the City for a payment of \$1.00.

25.7 Contract Copies. As soon as possible following the signing of this Contract, the City will provide each Member, either a copy of this Contract at the City's expense or make the Contract available on-line or in electronic form.

ARTICLE 26 TUITION REIMBURSEMENT

26.1 Reimbursement program. Each Member who has one (1) year of continuous City service shall be eligible for a reimbursement of tuition in courses of instruction voluntarily undertaken by the Member. The tuition reimbursement program shall be subject to the following conditions:

- A. All courses must be taken during other than scheduled working hours. All scheduled hours for courses of instruction must be filed with the Chief or the Chief's designee. All courses are subject to approval by the Chief. There must be a correlation between law enforcement duties and responsibilities and the courses taken. All scheduled times of courses must be approved by the Chief. Any situation which, in the discretion of the Chief, would require a Member's presence on the job shall take complete and final precedence over any time schedule for courses.
- B. Any financial assistance from any governmental or private agency available to a Member, whether or not applied for and regardless of when such assistance may have been received, shall be deducted in the entire amount from the full tuition reimbursement the Member is eligible for under this Section. If a Member's tuition is fully covered by another governmental or private agency, then the Member is not entitled to payment from the City.
- C. Reimbursement for tuition shall be made when the Member satisfactorily completes a course and presents an official certificate or its equivalent and a receipt of payment or copy of the unpaid bill from the institution confirming completion of the approved course to the Chief of Police. Reimbursement shall

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be made within sixty (60) calendar days of the date the Member complies with the provisions of this Section.

- D.** Reimbursement for tuition, registration fees, required course materials and books shall be granted up to a maximum of Four Thousand **Five Hundred** Dollars (\$4,**500**.00) per calendar year.
- E.** Any Member participating in the tuition reimbursement program or in the pursuit of a degree program shall be required to continue employment with the City for the two (2) years following completion of the Member's course work, or repay any tuition reimbursement received within the last two (2) years prior to separation, except in the case of disability retirement or full service retirement.

ARTICLE 27
FAMILY AND MEDICAL LEAVE

27.1 **Family and Medical Leave Act (FMLA) Leave.** Members who have worked for the City for at least twelve (12) months, and who have worked for at least 1250 hours over the twelve (12) month period preceding the leave, shall be eligible for up to twelve (12) weeks of unpaid FMLA leave during any twelve (12) month period for one or more of the following reasons:

- A.** The birth of a child and in order to care for that child. This leave must be taken during the 12-months period immediately following the birth of the child;
- B.** The placement with the Member of a child through adoption or foster care. This leave must be taken during the 12-month period immediately following the placement of the child;
- C.** To care for a spouse, child or parent ("covered family Member") with a serious health condition;
- D.** The serious health condition of the Member which makes the Member unable to perform the functions of the Member's job;
- E.** Because of any qualifying exigency arising out of the fact that the spouse, son, daughter, or parent of the Member is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces; or
- F.** In order to care for a servicemember who is the Member's spouse, son, daughter, parent or next of kin because of a serious injury or illness that the servicemember incurred in the line of active duty in the Armed Forces (hereafter referred to as "servicemember-care leave").

27.2 Definitions.

For the purposes of this Article:

- A.** "Child" means a child either under eighteen (18) years of age, or eighteen (18) years or older who is incapable of self-care because of mental or physical disability. A Member's "child" is one for whom the Member has actual day-to-day responsibility for care and includes a biological, adopted, foster or stepchild or the child of one standing in loco parentis.
- B.** "Parent" means a biological parent or an individual who stands or stood in loco parentis to a Member when the Member was a child. This term does not include parents "in law".
- C.** Persons who are "in loco parentis" include those with day-to-day responsibilities to care for and financially support a child, or in the case of a Member, who had such responsibility for the Member when the Member was a child. A biological or legal relationship is not necessary.
- D.** "Serious Health Condition" means an illness, injury, impairment, or physical or mental condition that involves:

 - 1.** In-patient care (i.e., overnight stay in a hospital, hospice or residential medical care facility);
 - 2.** Any period of incapacity requiring absence from work, school, or other regular daily activities of more than three (3) calendar days and that involves two (2) or more times of treatment by a health care provider, or treatment on one occasion resulting in continuing treatment under the supervision of a health care provider;
 - 3.** Any period of incapacity due to a chronic serious health condition that requires periodic visits for treatment by a health care provider, continues over an extended period of time, and may cause episodic rather than continuing periods of incapacity, i.e., asthma, diabetes, epilepsy;
 - 4.** Any period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective, i.e., Alzheimer's, severe stroke, terminal illness, so long as the employee or family Member is under the continuing supervision of a health care provider;
 - 5.** Any period of absence to receive multiple treatments by a health care provider either for restorative surgery after accident or surgery, or for a condition that would likely result in a period of incapacity of more than three (3) calendar days in the absence of medical intervention, i.e., cancer (chemotherapy, radiation), severe arthritis (physical therapy) or kidney disease (dialysis); or

6. Prenatal care by a health care provider.

- E. "Spouse" means a husband or wife as defined or recognized under Ohio law for purposes of marriage, including common law marriage. This definition does not include unmarried domestic partners. If both spouses are working for the City, their total leave in any twelve (12) month period may be limited to an aggregate of twelve (12) weeks if the leave is taken for either the birth or adoption of a child or to care for a parent with a serious health condition.

27.3 12-Month Leave Period. The City retains the option of choosing a uniform method to compute the twelve (12) month period, including a rolling twelve (12) month period measured backward from the date leave is used.

27.4 Leave Use. FMLA leave may be taken intermittently or on a reduced leave schedule, at the Member's option, to care for a family Member with a serious health condition or for the Member's own serious health condition, when medically necessary. Intermittent leave may be taken in separate blocks of time due to a single illness or injury, rather than for one continuous period of time, and may include leave of periods from an hour or more to several weeks. A reduced leave schedule reduces a Member's usual number of working hours per work week, or hours per work day.

27.5 Return From Leave. Upon return from FMLA leave, the Member shall be returned to the rank and the assignment held prior to the leave, unless an assignment abolishment has occurred.

27.6 Servicemember-Care Leave Extension. For servicemember-care leave only, the Member is eligible for an extended leave of up to fourteen (14) additional workweeks beyond the initial twelve (12) workweeks during a twelve (12) month period, but in no circumstances is any Member entitled to more than a total of twenty-six (26) workweeks of FMLA for any combination of reasons during a twelve (12) month period.

27.7 Insurance Benefits. During any FMLA leave, the City shall maintain all insurance benefits to which a Member was entitled prior to FMLA leave. Any share of health premiums which had been paid by the Member prior to FMLA leave shall continue to be paid by the Member during the FMLA leave period. If the FMLA leave is substituted paid leave, the Member's share of health premiums shall be due at the same time as it would be made if by payroll deduction. If the Member fails to timely make required health care premium payments, the City shall pay the Member's share of the Member's health care premium payment. As provided by law, the City may recover its share of health plan premiums from the Member if the Member fails to timely make such payments during the unpaid FMLA leave.

27.8 Seniority. During an FMLA leave, a Member shall continue to accrue seniority and continuous service, during paid and unpaid status.

27.9 Substituted Paid Leave.

- A. Accrued sick leave must be substituted for any unpaid FMLA leave taken due to the Member's own serious health condition.
- B. Accrued but unused sick leave, vacation and/or compensatory time may be substituted, at the Member's option, for any otherwise FMLA unpaid leave taken for any reason.

27.10 Notice Requirements. A Member shall provide the City at least thirty (30) calendar days advance notice before FMLA leave is to begin if the need for leave is foreseeable. If thirty (30) calendar days notice is not practicable, notice must be given as soon as practicable. This notice may either be verbal or in writing, and shall include the anticipated timing and duration of the leave. When planning medical treatment, the Member should consult with the City and make a reasonable effort to schedule the leave as to not unduly disrupt the City's operations, subject to the approval of the health care provider. In the case of a request for intermittent leave or leave on a reduced leave schedule which meets the Member's needs without unduly disrupting the City's operations, subject to the approval of the health care provider, the City may waive these FMLA notice requirements. Should the Member fail to give thirty (30) calendar days notice for foreseeable leave with no reasonable excuse for the delay, the City may deny the taking of FMLA leave until at least thirty (30) calendar days after the date the Member provides notice to the City for the need of FMLA leave, provided that the Member has actual notice of the FMLA notice requirements. Where the Member uses substituted paid leave, the notice requirements applicable to such leave shall apply.

27.11 Medical Certification Requirement. The following certification requirements shall apply to FMLA leave requests:

- A. Members who request leave because of their own serious health condition or the serious health condition of a covered family Member may be required to provide a certification issued by the health care provider of the Member or the Member's family member. The City shall give the Member written notice of the requirement for medical certification in a particular case.
- B. Members must provide the requested certification to the City within the time frame requested by the City, unless it is not practicable under the particular circumstances to do so despite the Member's diligent, good faith efforts. The City must allow at least fifteen (15) calendar days after the City's request for certification.
- C. In most cases where the City requests certification, the Member will be requested to furnish certification at the time the Member requests FMLA leave or soon after the leave is requested, or in the case of unforeseen leave, soon after the leave

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commences. The City may request certification at some later date if the City has reason to question the appropriateness of the leave or its duration.

- D. A certification form shall be developed by the City which meets FMLA's certification requirements. The City may use the optional form developed by the United States Department of Labor; however, no additional information other than contained on this form may be required. The City's certification form will be made available to a Member where the City has required certification.
- E. In its discretion, the City may require a second medical opinion and periodic recertification at its own expense. If the first and second opinions differ, the City, at its own expense, may obtain the binding opinion of a third health care provider, approved jointly by the Member and the City.

27.12 Periodic Report. The City may require a Member on FMLA leave to report periodically on the Member's status and intent to return to work, such reporting periods shall be reasonable. If a Member gives unequivocal written notice of intent not to return to work, this notice shall be considered a resignation, and the City's obligations under FMLA to maintain health care/insurance benefits (subject to COBRA requirements) and to return the Member to work ceases.

27.13 Fitness-For-Duty Report. A Member who takes FMLA leave because of the Member's own serious health condition shall be required to obtain and present certification from a licensed physician or other appropriate medical professional that the Member is fit to return to work. The City may seek fitness-for-duty certification only with regard to the particular health condition that caused the Member's need for the FMLA leave. If a Member fails to provide such a fitness-for-duty certification to return to work, the City may deny restoration to work until the Member submits the certification.

ARTICLE 28
HEALTH AND PHYSICAL FITNESS

28.1 Scope. The City and the Lodge recognize and agree that the maintenance of good health and physical fitness is beneficial for the efficiency and safety of all officers. Therefore, a program has been developed that includes a health and wellness educational component, and encourages acceptable levels of physical fitness.

While the health and physical fitness program is voluntary for all Members, all Members are strongly encouraged to actively participate in the program and improve their level of health and fitness. Those Members who comply with the procedural requirements, satisfactorily complete the testing process and meet or exceed the established fitness standards during a semi-annual fitness evaluation, will be eligible for special recognition and incentives.

28.2 Program Design. Each Member will have two opportunities to participate in the Physical Fitness Testing (PFT) program each year. If a Member chooses to participate, the Member is required to do the following in conjunction with the PFT program.

- ~~A. The Member must complete all phases of the PFT at the 50 percentile or higher to be eligible for incentives.~~
- B.** Upon satisfactory completion of the PFT, if the Member meets or exceeds the established standards for special recognition or incentive, the Physical Fitness Officer will notify the Division of Police that the Member has met the standard.

28.3 Health and Wellness Educational Program. Annually, ~~during refresher training,~~ a Health and Wellness Educational Program consisting of information about the benefits of improved health and fitness, wellness, good nutritional habits, etc. will be presented by an expert in the field.

28.4 Physical Fitness Test (PFT). The Physical Fitness Test will be administered twice a year by a Physical Fitness Officer selected by the City and members shall be given the opportunity to participate in all phases of the PFT while in paid status. The PFT will consist of the following phases:

- A.** Flexibility. Flexibility will be determined by using the Sit and Reach Test, which is conducted according to established protocol. Members will be evaluated in this event in accordance with standards set forth in the Physical Fitness Manual.
- B.** Upper Body Strength. Upper Body Strength will be determined by a one repetition maximal bench press performed according to established protocol. Members will be evaluated in this event in accordance with the Physical Fitness manual.
- C.** Lower Body Strength. Lower Body Strength will be determined by a one repetition leg press performed according to established protocol. Members will be evaluated in this event in accordance with the Physical Fitness manual.
- D.** Abdominal Strength and Muscle Endurance. Abdominal Strength and Muscle Endurance will be determined through the performance of sit-ups and push-ups performed according to established protocol. Members will be given one (1) minute to complete the sit-ups and one (1) minute to complete the push-ups. The standard sit-up technique is required for this test: lying flat on back on floor with knees elevated to 90 degree angle, feet flat on floor, arms crossed across chest, rising until arms touch thighs or knees. Members will be evaluated in this event in accordance with the Physical Fitness manual.
- E.** Cardio Respiratory Endurance (Aerobic Fitness). Test of aerobic capacity will be determined through the performance of a one and one-half (1½) mile run.

28.5 **Confidentiality.** This program is designed to educate and encourage Members to maintain good health and physical fitness. All records shall be maintained by the Physical Fitness Officer. Periodic composite information (not traceable to individual Member's performance) concerning the overall health and fitness levels of Members who participate will be provided to the City.

28.6 **Incentive Program.** Members who satisfactorily complete the program requirements and are rated as either Level I (greater than the 50th percentile in **4** of the **5** non-cardio phases and greater than the 40th percentile in the cardio phase), Level II (**greater than 50th percentile in all phases and an overall average score of 50% - 89%**) or Level III (**greater than 50th percentile in all phases and an overall average score of 90% or greater**) Star Award in every phase of the Physical Fitness Test are eligible to participate in the Incentive Program.

The Incentive Program has three (3) components:

- A. Members who are rated as Level I as prescribed, or Level II or Level III in all phases of the PFT will receive incentives as follows:
- (1) Members who are rated at Level I as defined in this article will receive incentive of four (4) additional hours of straight time pay. The payment under this section shall not be considered as compensation for hours worked, production or efficiency for purpose of overtime calculations.
 - (2) Members who are rated at Level II in all phases of the PFT will receive incentive of eight (8) additional hours of straight time pay. The payment under this section shall not be considered as compensation for hours worked, production or efficiency for purpose of overtime calculations.
 - (3) Members who are rated at Level III in all phases of the PFT will receive incentive of sixteen (16) additional hours of straight time pay. The payment under this section shall not be considered as compensation for hours worked, production or efficiency for purpose of overtime calculations.
 - (4) Members are eligible to receive only the incentives set forth in (1), (2) or (3) above, as applicable, but not multiple awards. Members attempting the PFT in the spring may attempt a second qualification in the fall. If the member qualifies at a higher level in the fall, they will receive the difference in incentive from the spring to the fall qualification.
 - (5) Members must re-qualify for incentives each year, meeting Level I, Level II or Level III standards in all phases.

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- B.** Incentive Recognition Awards. Members who are rated as Level II or Level III in all phases of the PFT will be eligible to receive and wear the following awards:
- (1) Members who are rated at least Level II in each phase of the PFT will receive the Physical Fitness Award Uniform Ribbon.
 - (2) Members who are rated at least Level III in each phases of the PFT will receive a Physical Fitness Award Ribbon with a Star, to denote superior fitness levels.
 - (3) Members receiving the incentive awards set forth in (2) and (3) above shall be eligible to wear said awards until the Member fails to meet Level II or III standards in all phases during the PFT in the following year.

ARTICLE 29
SUBSTANCE ABUSE AND TESTING

29.1 Purpose. The City and the Lodge recognize that the ability of a Member to properly perform the Member's duties depends, in part, on a workplace which is free of substance abuse. In an effort to promote public safety, to provide Members who may be drug or alcohol dependent with an opportunity for treatment and for remaining productive Members of the Division of Police, and in recognition that substance abuse is a problem which, depending on individual circumstances, may require intervention, rehabilitation, or discipline, it is the purpose of the Article to provide a method for responding to the risks presented by the presence of substance abuse in the workplace. The City and the Lodge recognize and agree that it is their mutual goal and pledge to maintain and assure safe and effective law enforcement for and service to the citizens of the City of Grove City by maintaining a drug and alcohol-free workplace.

29.2 Definitions. The following definitions shall govern this Article:

- A. "Under the influence" means that the Member is adversely affected in the satisfactory performance of the Member's duties by any illegal drug or alcohol, or the combination of any illegal drug and alcohol.
- B. "Legal drug" means prescribed drugs or over-the-counter drugs which have been legally obtained for the user and are used for the purpose for which they were prescribed and manufactured.
- C. "Illegal drug" means any drug (1) which is not legally obtainable, or (2) which is legally obtainable but has not been legally obtained; and prescribed drugs not being used for prescribed purpose.

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- D. "Reasonable suspicion" is an articulated belief that a Member is using illegal drugs or misusing alcohol. This articulated belief must be drawn from specific and particularized objective behavior and conduct exhibited by the Member, or from particularized information, and reasonable inferences therefrom.

29.3 Prohibited Conduct. For purposes of this Article, the following conduct is prohibited:

- A. Reporting to work or working under the influence of alcohol;
- B. Consuming or possessing alcohol at any time while on duty, or anywhere on any City premises or in any City vehicles, except when authorized in the line of duty;
- C. Possessing, using, selling, purchasing, manufacturing, dispensing or delivering any illegal drug at any time and at any place, except when authorized in the line of duty;
- D. Abusing any prescription drug;

29.4 Testing Permitted.

- A. **Reasonable Suspicion Testing.** Where the City has reasonable suspicion to believe that a Member is engaging in conduct prohibited by Section 29.3, the City shall have the right to require the Member to submit to alcohol or drug testing as set forth in this Article.
- B. **Pre-Employment Testing.** Nothing in this Contract shall limit the right of the City to conduct any substance abuse tests it may deem appropriate for persons seeking employment prior to their date of hire. The parties agree that the Lodge has no role or responsibility with regard to any such pre-employment testing.

29.5 Order to Submit to Testing. A Member's refusal or failure, when ordered, to submit within the time limits provided hereinafter to a test permitted by this Article shall subject the Member to discipline and/or discharge at the discretion of the City.

29.6 Testing Determination. Upon determining that a Member must submit to a breath and/or urinalysis test for alcohol or drug usage because reasonable suspicion has been established, the supervisor shall give the Member an opportunity, prior to the test, to request the presence of, or to seek the advice from a Lodge Representative. The Member and the Lodge Representative, if available, shall be given an opportunity to communicate any information or other explanation relevant to the circumstances to the supervisor. The supervisor shall then determine, after considering all of the circumstances, whether the test shall be administered. If a Lodge Representative is requested by the Member but is unable to be present ninety (90) minutes after the Member is informed of the testing, the supervisor may proceed with the testing without the Lodge Representative. The Lodge Representative, if available, may accompany the Member to

and be present with the Member at the collection site. The City may place the Member subject to testing on paid administrative leave pending receipt of the test results, including any confirmatory testing set forth in Section 29.7.

29.7 Testing Procedure and Results.

- A.** The lab selected to do drug testing shall be federally certified and mutually selected by the City and the Lodge. The facility collecting and testing breath samples shall hold all legally necessary licenses and shall be mutually selected by the City and the Lodge.
- B.** Prior to submitting a specimen, the Member will be asked to sign a consent-refusal form, and shall be subject to discipline for refusing to sign such a form.
- C.** The collection and processing of urine samples shall, in the case of drug testing, comply in all material and applicable respects to the procedures set forth in the most recent revision of "HHS: Mandatory Guidelines for Federal Workplace Drug Testing Program" initially published on April 11, 1988 in 53 Federal Register 11970. The collection, processing and testing of urine samples in the case of alcohol testing shall comply with the procedures set forth in 49 C.F.R. Part 40.
- D.** With regard to drug testing, where the Member provides a sufficient urine sample at the time of the original sample collection, this sample shall be split and placed in two (2) separate containers at the collection site. In the presence of the Member at the testing site, and without leaving the Member's sight, each urine sample taken shall be placed in two (2) sterile collection containers which shall each be sealed by placement of a tamperproof seal over the bottlecap and down the sides of the bottle, and labeled and then initialed by the Member. The collection of urine samples shall allow individuals privacy unless there is reason to believe that the Member being tested may alter or substitute the specimen to be provided. The sample within the first container shall be sent to the testing laboratory, and the sample within the second container shall be stored at the test collection site.

The laboratory shall commence testing of the sample within the first container only if the sample is received in an undamaged condition, properly sealed and labeled, and properly initialed by the Member. The certified laboratory shall first conduct an initial screening of this sample. If the test results from the screening are negative, the Chief will be so advised and the testing procedure will be concluded. If illegal drugs or alcohol are found in the sample as a result of the screening, then that sample shall be submitted for confirmatory testing. The initial screening shall be accomplished by means of Thin Layer Chromatography (TLC) or equally reliable testing methods, and the confirmatory test shall be

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accomplished by means of Gas Chromatography/Mass Spectrometry (GS/MS). If the test results from the confirmatory test are negative, the Chief will be so advised and the testing procedure will be concluded. If, as a result of the initial screening and confirmatory test, the test result is positive, the Member will be contacted directly by a Medical Review Officer (M.R.O.) and will be given the opportunity to explain the reasons for a positive test result. Should the Member offer an explanation that in the judgment of the M.R.O. sufficiently explains the positive test result, the M.R.O. will consider the results as negative and the Chief will be so advised and the testing procedure will be concluded. The M.R.O. may verify a test as positive without interviewing the Member if more than five (5) days elapse after the M.R.O. first attempts to contact the Member.

With regard to drug tests, if the test results are positive, and the Member has not offered an explanation to the M.R.O. sufficient to cause the M.R.O. to consider the results negative, the Chief shall be notified and the Chief shall in turn contact the Member. The City will provide a Member who tests positive for drugs with an opportunity to have the split urine specimen tested by a clinical laboratory or hospital facility of the Member's choosing, at the Member's own expense, providing the Member notifies the City within seventy-two (72) hours of receiving the positive results and provided further that the laboratory or clinic and the testing procedure, including chain of custody, meets or exceeds the standards established in this Contract. If the Member does not request the testing of the sample within the second container after the sample within the first container tests positive, or if the Member requests the testing of the sample within the second container and it also tests positive for an illegal drug or alcohol, rehabilitative or disciplinary action shall be taken.

- E.** With regard to alcohol testing, tests shall be performed by an individual certified under Federal standards. An initial positive alcohol level of .04 grams per 210L. of breath shall be considered positive for purposes of authorizing the conduct of the confirming alcohol test. If initial screen results are negative, i.e., below the positive level, testing shall be discontinued. Only Members with screen test results that are positive on the initial screen shall be subject to confirmation testing for alcohol. With respect to confirmation testing, a positive alcohol level shall be .04 grams per 210L of breath.

29.8 Voluntary Request for Assistance.

A Member may voluntarily enter treatment without a requirement of prior testing. A Member who desires EAP assistance may notify the City's EAP Administrator. A Member who seeks voluntary assistance through their own service provider without notifying the City's EAP Administrator will not receive the protections from discipline afforded by this Section. Any

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Member who does voluntarily seek assistance and who notifies the City's EAP Administrator before the Member is ordered to submit to a drug or alcohol test or is under investigation for drug or alcohol abuse, shall not be disciplined, but the Member must comply with Section 29.9(A) through (F).

29.9 Disciplinary Action. Members who have violated this Article with regard to the misuse of legal drugs or the use of illegal drugs shall be subject to discipline up to and including discharge at the discretion of the City.

A Member who tests positive for the first time for alcohol at a level in the range of .04 to .09 and who cooperates in fulfilling the obligations set forth in (A) through (F) below may be disciplined up to a written reprimand. A Member who tests positive for alcohol at a level in the range of .04 to .09 for a second time, or who tests positive the first time above this range, may be suspended. The length of such suspension shall be determined on a case by case basis, but shall not exceed twenty-four (24) duty hours. The limitation on discipline shall not limit the City from imposing discipline up to and including termination for gross misconduct which may be coincident with a Member's improper alcohol use. A Member who tests positive for the first time or a second time in the range of .04 to .09 must do the following in order to take advantage of the foregoing limitations on discipline:

- A.** cooperate in an evaluation for chemical dependency by an individual qualified under 49 C.F.R. Part 382 to be a Substance Abuse Professional and provide the City with a copy of the evaluation;
- B.** successfully complete all counseling, treatment or after-care (of up to 12 months) recommended by the Substance Abuse Professional;
- C.** discontinue (and not resume) the use of illegal drugs or misuse of legal drugs or alcohol;
- D.** agree to authorize all persons involved in evaluating, counseling, diagnosing and treating the Member to disclose to the City's EAP the Member's evaluation, progress, cooperation, drug and alcohol use, and successful completion or non-completion of counseling and treatment, and any threat to property or safety involved in the Member performing job duties or returning to active duty;
- E.** agree to submit to follow-up testing, at times determined by the City, up to eight (8) times in a twenty-four (24) month period for violations involving illegal drugs or the misuse of legal drugs, and up to four (4) times in a twelve (12) month period for violations involving alcohol (said 24 or 12-month period beginning after the Member's completion of counseling, treatment and/or aftercare); and
- F.** agree that during or after this follow-up testing period in (E) above, if the Member tests positive again or otherwise violates this Article, the Member may be properly terminated.

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Members who do not agree to act or who do not act in accordance with the foregoing shall be subject to discipline, up to and including discharge.

29.10 Right of Appeal. The Member has the right to challenge the results of the drug or alcohol tests and any discipline imposed in the same manner that any other employer action under the terms of this Contract is grievable. Any evidence concerning test results which is obtained either in violation of the standards contained in this Article, or in violation of the procedures required by this Article shall not be admissible in any disciplinary proceeding involving the Member.

29.11 Treatment Costs. Treatment costs arising out of the Member's use of such services shall be paid for by the Member's insurance program, subject to any deductible, co-payment and policy limits under the Member's insurance program. Members will be allowed to use their accrued and earned leave (vacation or sick leave) or take an unpaid leave of absence for the necessary time off involved in a treatment program. Other than as specified in this Section or required by law, the City shall have no obligation to pay for or insure treatment or rehabilitation.

29.12 Duty Assignment After Treatment. Once a Member successfully completes treatment to which he or she has been referred by the City under Section 29.9, he or she shall be returned to his or her regular duty assignment, provided (1) the Member is then in compliance with Section 29.9, and (2) a Member may not be returned to a special investigation assignment within five (5) years which poses an unusually high risk of exposure to a controlled substance or alcohol for which they have been treated (e.g., vice, narcotics).

29.13 Changes in Testing Procedures. The parties recognize that during the life of this Contract, there may be improvements in the technology of testing procedure which provide more accurate testing. In that event, the parties will discuss any such improvements in the Labor Relations Process. If the parties are unable to agree, the City shall have the authority to change the testing procedure, subject to the Lodge's ability to grieve any action taken by the City to change the testing procedure. Should the Lodge initiate a grievance, no change in the testing procedure will be made prior to the resolution of the grievance.

29.14 Confidentiality. All testing and actions taken under or pursuant to this Article shall be kept confidential to the extent permitted by federal and state law, except where disclosure is warranted to comply with the provisions of this Contract relative to disciplinary action taken against a Member.

29.15 Other Laws. This Article is in no way intended to supersede or waive any rights that a Member may be entitled to under federal or state constitution or any applicable law. Any action taken pursuant to this Article shall not be used as evidence or otherwise in any criminal proceeding against a Member.

ARTICLE 30
DURATION OF CONTRACT

30.1 Duration. All provisions of this Contract become effective upon ratification, unless otherwise specified in this Contract, and shall continue in force and effect until midnight December 31, 2012.

30.2 Modification. Negotiations for modification of this Contract or negotiations for a successor Contract shall be subject to provisions of Chapter 4117 of the Ohio Revised Code, including the dispute resolution provisions of the Ohio Revised Code 4117.14.

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Signatures.

30.3. Signed and dated at Grove City, Ohio on this _____ day of _____, 2013 by
the authorized representatives of the City and the Lodge.

FOR THE CITY:

FOR THE LODGE:

Richard Ike Stage
Mayor, City of Grove City

James H. Gilbert
President, Capital City Lodge No. 9

Charles W. Boso, Jr.
City Administrator, City of Grove City

Officer Christopher Emmelhainz
Grievance Chairman

Captain Stephen Robinette, Team Member

Lieutenant Jeffrey J. Lawless, Team Member

Vikki Stoneking, Team Member
Human Resources, City of Grove City

Sergeant Richard Hardy, Team Member

Paul L., Bittner, Esq., Team Member

Officer Douglas Stonerock, Team Member

Eve M. Ellinger, Esq., Team Member

Officer Aaron Grassel, Team Member

Officer Jeffery VanBuskirk, Team Member

Jeff Simpson, Team Member
Capital City Lodge No. 9 Representative